

# RECORDS OF THE SUPERIOR COUNCIL OF LOUISIANA LXXXIII.

January-February, 1762  
(Continued from January, 1940, Quarterly)

By G. LUGANO  
Revised by Walter Prichard

## By the Editor of the Quarterly

List of Officials of Louisiana participating in the work of the Superior Council of Louisiana contained in this installment:

De Kerlérec, Louis Billouart, Chevalier, Governor	Chantalou, Augustin, Royal Notary and Chief Clerk of the Superior Council
De Rochemore, Vincent Gaspard Pierre, Chevalier, Commissioner General of the Marine, Intendant, and First Judge of the Superior Council	Lenormand, Marin, Sheriff
De la Lande d'Apremont, Charles Marie, Councillor Assessor, and acting Procureur General	De Boisblanc, Pierre Hardy, Attorney for Vacant Estates
De Kernion, Jean Francois Huchet, Councillor Assessor	Thomassin, Charillo Antoine, Notary of the Marine in Louisiana
De la Chaise, Jacques, Councillor Assessor, and Keeper of the King's Warehouses in New Orleans	Broutin, Francois, Royal Notary in New Orleans (1763)
De Macarty de Mactigue, Barthelemy, Chevalier, Councillor, and acting Lieutenant of the King	Benoist, Charles, Royal Notary and Clerk of the Court at Pointe Coupée
De Bellisle, Francois Simars, Town Major of New Orleans	Darensbourg, Chevalier, Commandant at Des Allemands
	Dagobert, Rev. Father, Capuchin Priest and Pastor of the Church in New Orleans
	Guichanduc, Bertrand, Surgeon of the King at Pointe Coupée
	Devergés } Clerks or secretaries
	De Reggio } of the Superior
	Ducros } Council

January 4, 1762.

No. 8056. 4 pp.

Marriage Contract  
between Pierre  
Marquis and  
Constance Volant.

**Were Present** Monsieur Pierre Marquis, First Lieutenant of the Fourth Company of the Swiss Regiment of Halwil, billeted in this city of New Orleans, son of age and enjoying his full rights, of Nobleman Rodolphe Marquis, patrician of the City of Neuf Chatels in Switzerland, and of Dame Marie Louise Rognon, his father and mother, native of Verrieres in Switzerland, on one side;

and Demoiselle Constance Volant, minor daughter of the late Monsieur Gregoire Volant, in life Captain commanding said Fourth Company of the Swiss Regiment of Halwil, and of the late Dame Marthe Chauvin, her father and mother, native of this City of New Orleans, Parish of St. Louis, Bishopric of Kebec (Quebec), on the other side.

Said parties, of their own free will and accord, and complying with the advice and counsel of the relatives and friends mentioned below, have agreed upon the treaties, accords and conventions of Marriage that follow, viz: on the side of said Sieur Marquis, for want of his parents, appeared his friends, Mr. Grondel, Ecuyer, Knight of the Royal and Military Order of St. Louis, Captain commanding the abovementioned Swiss Company, and Mr. Taubenheim, Officer of said Company; and on the side of said Demoiselle Constance Volant appeared Monsieur Francois Pascalis De la Barre, Ecuyer, former Musketeer Captain, and Monsieur Harpain De la Gautrais, Ecuyer, Infantry Captain in this Colony, and Monsieur Antoine Bienvenu, Aide-Major Coast-guard; said Sieur De la Barre, brother-in-law and Tutor of said Demoiselle Constance Volant, stipulating for her.

Said parties have promised to marry one another, by name, Law and Sacrament of Marriage, to be performed and solemnized according to the requirements of Our Mother, the Holy Catholic Apostolic and Roman Church, at the first request of either of them and as soon as it will be advised by their friends and relatives.

Neither of said parties will be responsible for debts contracted previous to the celebration of the present marriage; on the contrary, if any debts have been made, they shall be paid by the one who has contracted them, the other being free from all responsibility.

Said future husband and wife shall have property in community, according to the Custom of Paris, to which they submit themselves, renouncing all else, even should they become residents of a country the Laws and Customs of which are contrary to said Custom of Paris; said parties becoming man and wife with all present and future Movable and Immovable rights, those of said future wife consisting of all that may fall to her lot from the Successions of said deceased Sieur and Dame Volant, her father and mother. Such amount, when settled, shall represent her dowry, one-third of which will enter into the future Community, and the other two-thirds will be retained for the future wife and for the eventual issues of this Marriage.

Said future husband has endowed and does endow said Demoiselle and future wife with the sum of 12,000 Livres.



The principal of this settlement shall also remain personal property of the future wife and of the future issues of this Marriage; and, as a security to this endowment, she will hold a Mortgage upon all present and future properties of said Sieur future husband, from the very day of the Nuptial Benediction.

It has been agreed that the Preciput will be of the amount of 6,000 Livres, which the Survivor of the two will receive, by preference and before division, in Movable Goods of the future Community, according to Inventory and without increase, or in Cash, at Survivor's option.

It will be allowed to said Demoiselle future Wife and to her blood-relatives to accept or reject said future Community, and in the latter event she will frankly and freely take back all that she has brought to said community, even that which has fallen to her lot either by succession or donation or by any other means, free and clear of all debts and mortgages whatever, even if she be obligated or condemned, in which case she will be acquitted and the property of her future husband made responsible; and if said property does not suffice, that of his heirs shall be responsible.

A brief inventory shall be made of the movable and immovable goods belonging at present to the future husband, which holdings will enter into the community, as explained in the contract; the whole to be annexed to it, as agreed upon.

Performed and passed in New Orleans in the Notarial Office, in the afternoon of January 4th, in the year One Thousand Seven Hundred and Sixty-two, in the presence of Sieurs Joseph Songy and Marin Bary, witnesses residing in said city, who have signed, after reading of these presents was made.

(Signed): Constance Volant; Kerlèrec; P. Marquis; Pascalis De la Barre; Dame De Kerlèrec; Grondel; De Lagautrais; Jeanne Chauvin; Marin Chauvin; Taubenheim; Desillet; F. Dagobert, Cap. Supr.; Devin Bienvenu; Catherine Volant; Bienvenu; De Lagautrais, Jr.; Delachaise; Widow Chauvin; Volant Delabarre; J. Songy; Bary; Chantalou, Notary.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

**(Translator's Note:** This Pierre Marquis was one of the French patriots executed by O'Reilly. After his death, widow Constance Volant became the first wife of Chevalier Vincent de Morant, whose second wife, after the death of Constance Volant, was Marguerite Francoise Chauvin de Léry des Islets.—G. L.)

January 5.

No. 8057. 1 p.

Receipt by  
Lemoine to  
Lafleur for  
1000 livres.

**Acknowledgment**, before Benoist, Notary of Pointe Coupée, by Guillaume Lemoine called Normant, of payment of 1000 livres, that he received from Joseph Lafleur, his son-in-law, for a piece of land, sold on May 24, 1754, by Act of Sale passed before the same undersigned Notary.

(Signed) : A. Bourneuf; Ricard; Benoist, Notary.

Guillaume Lemoine declared that he could not write nor sign.

(Signed, in margin) : Devergés de Reggio; Ducros.

January 5.

No. 8058. 4 pp.

Marriage Contract  
between Bernard  
Auricoste and Marie  
Francoise Prevost.

**Marriage Contract** passed before Chantalou, in New Orleans, between Bernard Auricoste, employed in the Offices of the King, in this city, native of Lalandusse, subdelegation of Villeneuve, jurisdiction of Cahuzac, in Agenois, legitimate son of Mr. Pierre Auricoste and of Dame Marie Dibat; and Demoiselle Marie Francoise Prevost, minor and legitimate daughter of the late Sieur Nicolas Prevost and of Dame Yres Dubos, native of Pointe Coupée, parish of said place, in this Province, bishopric of Quebec, said Dame Dubos stipulating for her minor daughter.

Mr. Bernard Auricoste, for want of his relatives, was assisted by his friends: Antoine Thomassin, Notary of the Marine in this Colony; Gilbert Maxent; André Reynaud; and Michel Fortier, merchant of this city. Demoiselle Francoise Prevost was assisted by said Dame Dubos, her mother; by Dame Marie Francoise Mamie Bailly, her God-mother; by Sieur Laurent Bailly, merchant tailor; and by Sieur Jean Baptiste Monget, locksmith; all residents of this city, her friends, for want of her relatives.

(Signed) : Bernard Auricoste; Marie Francoise Prevost; Thomassin; Reynard; Fortier; Maxent; Bailli; J. Monget; Barry; Lenormand; Chantalou.

Dame Yres Dubos and Dame Marie Mamie Bailly declared that they could not write nor sign.

(Signed, in margin of first page) : Devergés; De Reggio; Ducros.

By this contract the future husband has endowed the future wife with the sum of 4000 livres; and the following remark, written in the margin of the last page, refers to this: "The Council orders the insinuation of the donation, to be executed according to its form and tenor." (Signed) : Kerlérec; Macarty; Huchet de Kernion; Delalande.



January 8.

No. 8060. 4 pp.

Marriage Contract  
between Antoine  
Goudeau and  
Jeanne Roy.

**Marriage Contract** passed before the Royal Notary of Pointe Coupée, by Sieur Antoine Goudeau, resident of Fort Chartres, Diocese of Quebec, son of the late Michel Goudeau, Surgeon of the King in Illinois, and of Therese Duché; and Demoiselle Jeanne Roy, native of Pointe Coupée Parish, daughter of the late Joseph Roy, in life a resident of this post, and of Perrine LeCour, her mother, stipulating for her minor daughter.

Antoine Goudeau assisted by Sieurs Nicolas Bordelon and Louis Bernard Potin, for want of relatives Jeanne Roy assisted by her mother, Dame Perrin LaCour, widow of said Joseph Roy; by Simon LaCour and Nicolas LaCour, her uncles; and by Sieurs Bertrand Guichanduc and Paul Moro.

Witnesses: Pierre Ricard and André Bourneuf.

(Signed): Potin; B. Guichanduc; Bordelon; Moro; Ricard; Bourneuf; Benoist, Notary.

The contracting parties; Perinne LaCour, widow of Joseph Roy; Simon LaCour; and Nicolas LaCour declared that they could not write nor sign.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

January 11.

No. 8061. 3½ pp.

Marriage Contract  
between Francois  
Closeaux and  
Marie Anne Daublin.

**Marriage Contract** passed in New Orleans, between Francois Closeaux, Sergeant in the De Gauvrit Company, native of Fontagnay in Perigord, Parish of Bressant, Bishopric of Perigord, person of age, son of the late Antoine Closeaux and of Jeanne Moassé; and Marie Anne Daublin, native of the Parish des Allemands in this Colony, minor daughter of the late Valentin Daublin and of Marieanne Gratien, who is now married to Pierre Raby, cutler in this city; said minor having the assistance and authorization of her step-father and of her mother, for effecting the present act.

Francois Closeaux assisted, for want of relatives, by his friends: Sieur Jean LaCotie called Dubourg, Sergeant in said Company, and Pierre Baillon, soldier in the Dutillet Company. Marie Anne Daublin assisted by Sieur Raby, her step-father; by her mother; and by Sieurs Antoine Marmillon and Nicolas Cailleux, her friends, all living in this city.

Witnesses: Sieurs Marin Bary and Pierre Chiron.

(Signed): Marie Anne Daublin; Marie Anne Raby; Raby;



Lacou Dubourg; Marmillon; Cailleux; Baillio; Bary; Chiron; Chantalou, Notary.

Francois Closeaux declared that he could not write nor sign.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

January 11.

No. 8062. 4½ pp.

Marriage Contract  
between Joseph  
Dubord and  
Louise Carmouche.

**Marriage Contract** passed in New Orleans, before Chantalou, Royal Notary, between Sieur Joseph Dubord, resident of Illinois, at present in this city, person of age and in full enjoyment of his rights, widower of the late Isabelle Bienvenu; and Demoiselle Louise Carmouche, minor daughter of the late Jean Carmouche called Lorrins,

locksmith in this city, and of Anne Chenet, native of New Orleans, Bishopric of Quebec; said Anne Chenet stipulating for her minor daughter.

Sieur Dubord assisted by Sieur Antoine Bienvenu, his father-in-law, officer of the militia, resident of this city; Mr. René Harpain De la Gautrais, his brother-in-law, Captain of the troops in this Colony; and Sieur Joseph Chauvin called Charleville, his friend, resident of Illinois. Demoiselle Louise Carmouche assisted by her mother, above mentioned; Claude Carmouche and Joseph Carmouche, her brothers; Pierre Daspie de St. Amant, her brother-in-law; and Jean Montanary called Toussain, her friend; all residents of this city.

Witnesses: Pierre Chiron and Marin Bary.

(Signed): Joseph Dubord; Louise Carmouche; Daspit; Delagautrais; Bienvenu; J. Carmouche; Zeringue; Charleville; Montanary; Chiron; Bary; Chantalou, Notary.

Anne Chenet and Claude Carmouche declared that they could no write nor sign.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

January 11.

No. 8063. 2 pp.

Contract of  
Apprenticeship  
between Fabre  
and Connard.

**Act of Apprenticeship** passed before Chantalou, Royal Notary for the province of Louisiana, residing in this city, between Pierre Fabre, jailer of the Military Prisons in this city; and Simon Alexis Connard, cooper in this city.

The agreement was that said Fabre put his son, Honoré Fabre, about twelve years of age, to apprenticeship with said Simon Alexis Connard for a term of three full years, to begin on the first of the present month (January 1, 1762) and to end on January 1, 1765, during which term said Connard, on account of his minority, being duly authorized by his father, Sieur Alexis Connard called Laforest,

obligates himself to teach to said apprentice all his cooper's trade, without concealing anything, so as to make him capable and skilled as far as it will be possible; and also said Connard assumes the obligation of furnishing said apprentice with food, lodging, clothing and medicines, during said term, both in case of good health and sickness; and, should said apprentice contract any disease lasting more than eight days, he must make good such time; and also, should said apprentice, for reason of debauchery or for other motives, quit his master, the father obligates himself to take him back, as otherwise he would be held responsible for expenses, damages and interest.

The fee for the apprenticeship is set by the apprenticer at the sum of 300 livres, which the apprentice's father promises and obligates himself to pay to said Connard at the end of the apprenticeship, offering as security a mortgage on all his present and future property.

Witnesses: Pierre Chiron and Marin Bary.

(Signed): Connard; Simon Connard; Bary; Chiron; Chantalou, Notary.

Fabre declared that he could not write nor sign.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

January 12.

No. 8064. 1½ pp.

Procès-verbal  
drawn at the request  
of Jean Baptiste  
Larroyet, as Attorney  
of Sieur Duhart from  
Santo Domingo,  
relative to sale  
of a negro.

**Proces-Verbal** by Chantalou, Chief Clerk of the Superior Council of the Province of Louisiana, at the request of Sieur Jean Baptiste Larroyet, acting under procuration of Sieur Duhart, inhabitant of St. Domingo.

The Act was drawn at the residence of the Reverend Jesuit Fathers, Missionaries in this Colony, with the purpose of gathering information concerning a negro named Dourou, of the Nago nation, which he had sold to said Jesuit Fathers by Mr.

Demazon for account of Sieur Pelletreau.

(Signed): M. Baudouin, Superior of the Missionaries of the Society of Jesus in Louisiana, Vicar General of the Diocese of Quebec; Larroyet; Chantalou, Clerk.

January 17.

1 p.

Notice relative  
to the Volant  
succession.

**The Present** is to inform all to whom it may concern, that tomorrow, Monday, 18th instant, at 9 A. M., in the Registry, before Mr. de la Chaise, Councillor Commissioner in this case, in the presence of the Procurer General of the King, it will be proceeded to the sale and adjudication, to the highest and last bidder, of several negroes, negresses, negro



boys and negro girls, of cattle, implements, rough rice, and other effects belonging to the Succession of the late Mr. Volant.

Read, published and advertised by beat of the drum after High Mass.

(Signed) : Lenormand, Sheriff.

January 19.

No. 8076. 6½ pp.

Marriage Contract  
between Nicolas  
Forstall and  
Pelagie De la Chaise.

**Marriage Contract** passed before Chantalou,

Notary, between Mr. Nicolas Forstall, native of Nôtre Dame Paris in La Martinique, merchant residing in this city, of age and son of Mr. Nicolas Forstall, inhabitant of La Martinique, and of the late Dame Jeanne Barry; and (a) Mr. Jacques De la Chaise, Councillor Assessor

of the Superior Council of this Province, keeper of the King's Warehouses in this city, (b) Dame Marguerite Darensbourg, his wife: both acting and stipulating for Demoiselle Pelagie De la Chaise, their minor daughter, native of the Parish of St. Charles des Allemands, who is also present and gives her consent.

Mr. Nicolas Forstall assisted by Mr. Vincent Louis Forstall, his brother; Le Chevalier de Macarty, Captain of the troops in this Colony, his friend; Mr. Lenormand, Clerk of the Marine, his friend; Mr. Pierre Laclede and Mr. Jean Francois LeDée, his friends; and Mr. Hardy de Boisblanc, Attorney for Vacant Estates in this Colony, his friend. Demoiselle Pelagie De la Chaise assisted by Monsieur and Dame, her father and mother, above-mentioned; Mr. Darensbourg, Captain Commandant at des Allemands, and Dame Marguerite Metzarine, his wife, grandfather and grandmother of said Demoiselle De la Chaise; Madame Francoise Darensbourg, widow Delagroue, her aunt; Mr. Le Chavalier Darensbourg, her uncle; Mr. Charles De la Chaise, her brother; Demoiselle Marie De la Chaise, her sister; Mr. Francois Chauvin Boisclair, her uncle by marriage; Madame Boisclair, her aunt; Mr. Meret Delatour, Captain of the Troops in this Colony, her uncle by marriage; Mr. Delatour, Jr.; Mr. De Rochemore, Commissioner General of the Marine and Intendant in this Province, and Madame De Rochemore, his wife; Mr. De Macarty, Knight of St. Louis, acting Lieutenant of the King in this city; Mr. De Bellile, Knight of St. Louis, Major Commander of New Orleans; Mr. Derneville, Knight of St. Louis, Captain of the Troops in this Colony; Mr. De Chavoy, Knight of St. Louis, Captain of said Troops; Mr. De Grandpré, Knight of St. Louis, Captain of said Troops; Monsieur Le Chevalier De Mazant, Knight of St. Louis, formerly Captain of said Troops; all relatives and friends.

Witnesses: Sieurs Marin Bary and Pierre Chiron.

(Signed): Nicolas Forstall; Delachaise; Darensbourg; Le Chev. Macarty; Macarty; M. Metzarin; LeDée; Pelagie Dela-



chaise; Darensbourg; Delachaise; Macarty; Delachaise, Jr.; Laclede Liguist; Forstall; Boisclair; Lenormand; Forstall; Hardy de Boisblanc; Bellile; Honoré Delachaise; Le Chev. Darensbourg; M. De la Chaise; Maret Delatour; Rochemore; Chavoy; Le Chev. D'Erneville; Gaston de Rochemore; Boisclair; Maret De la Tour, Jr.; Grandpré; De Mazant; Marie Delachaise; Chiron; Bary; Chantalou, Notary.

Superior Council  
orders donation  
contained in above  
Marriage Contract  
recorded in the  
Registry of the  
Council.

**February 6, 1762.**—Considering the conclusions of the Procurer General of the King, the Council ordered and does order that the donation inserted in this Act shall be recorded in the Register of Insinuations in the Registry of the Council,

so that it may have its full force; that which was entered on said Register F'o V'o: 78.

Given in the Council-chamber on February 6, 1762.

(Signed): Kerlérec; Macarty; Huchet de Kernion.

(Note in the margin of first page): "I allow in the King's name that the donation contained in the present contract be registered so that it may be executed in its form and tenor."

(Signed): Delalande.

January 20.

No. 8069. 4 pp.

Act making transfer  
of credit of 6000  
livres.

**Act Passed** before Chantalou, between André Condé and Gilbert Maxent, by which Condé makes cession and transfer to Maxent, merchant, of the sum of 6000 livres, currency of St. Domingo, said sum being due to André Condé by his brother, Pierre Condé, inhabitant of St. Domingo, according to obligation dated September 21, 1761.

Witnesses: Marin Bary and Pierre Chiron.

(Signed): Condé; Maxent; Bary; Chiron; Chantalou, Notary.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

January 21.

No. 8070. 11 pp.

Judicial sale of  
property belonging  
to the Gregoire  
Volant succession,  
made at the request  
of the three  
heiresses.

**On January 21, 1762,** at 8 o'clock A. M., at the request of Messrs. Delabarre and Le Marquis, in the name and as husbands of Demoiselles Volant, minor daughters of the late Mr. Gregoire Volant, in life Knight of St. Louis, Captain Commandant of the Fourth Company of the Swiss Regiment de Halvil, garrisoned in this city, and of the late Dame Marthe Chauvin;

and also, said Sieur Le Marquis, in the name and as Curator of Demoiselle Catherine Volant, co-heiress of said succession; and

by virtue of the order, dated November 18th last, of Mr. de Roche-more, Commissioner General of the Marine, Intendant and First Magistrate of this Province, said order granting permission for the judicial sale of all the holdings, movable and immovable, slaves, cattle, implements, foodstuffs and effects belonging to said succession; and also by virtue of the order, dated December 9th last, of the Superior Council, stating that said sale will be executed and that the proceeds of same shall be deposited in the Registry until settlement and division among the heirs:

We, Jacques Delachaise, Councillor Assessor of the Superior Council of this Province, Commissioner appointed in this case, accompanied by the Procureur General of the King, went to the Registry of the Council with the purpose of proceeding to the sale and adjudication, to the highest and last bidder, of all holdings, effects, slaves, cattle, implements and other things belonging to said Succession; and being there in the presence of Sieurs Delabarre and Le Marquis, and of numerous bidders, the sale having been placarded and announced last Sunday, by beat of the drum, after the Parochial Mass, and again today having been advertised in all parts of this city, have been exhibited and offered for sale the effects mentioned below; which, after several bids, have been adjudicated to the persons named below, as highest and last bidders, as follows:

Firstly, has been put up for sale the bottom part of a cypress armoire closing with lock and key and with two doors, adjudicated to Sieur Marquis for 40 livres.....	40
Item: two cypress tables, with four legs, adjudicated to Sieur Durel for 41 livres.....	41
Item: six walnut chairs and two caned walnut arm-chairs, adjudicated to Sieur Durel for 85 livres.....	85
Item: one walnut double-door armoire, with lock and key, adjudicated to Mr. Marquis for 335 livres.....	335
Item: one feather bed, one bolster, one woollen mattress, one cotton bedspread and one cotton mosquito net, adjudicated to Sieur Nicolas Armurier for 305 livres .....	305
Item: one large Provence jar, adjudicated to Sieur Marquis for 235 livres.....	235
Item: three water pails with iron hoops and one iron spoon, adjudicated to Sieur Dargent on for 21 livres .....	21
Item: one pair of andirons, adjudicated to Sieur De la Barre for 51 livres.....	51
Item: four mill-saws, adjudicated to Mr. Le Chev. DeMacarty for 61 livres.....	61
Item: four other saws, adjudicated to Mr. Villars Du Breuil for 107 livres.....	107



Item: four other mill-saws, with an extra one, to Mr. Le Chev. De Macarty for 212 livres.....	212
Item: three tiny saws, adjudicated to Mr. Villars Du Breuil for 32 livres.....	32
Item: three small saws, adjudicated to Mr. De Chabert for 185 livres.....	185
Item: three long saws, adjudicated to Mr. De Chabert for 150 livres.....	150
Item: two short saws for cabinetmaking, adjudicated to Mr. De Chabert for 70 livres.....	70
Item: five spades, adjudicated to Mr. De la Barre for 81 livres.....	81
Item: ten pickaxes, adjudicated to Mr. De la Barre for 83 livres.....	83
Item: ten other pickaxes, adjudicated to Mr. Caminada for 85 livres.....	85

Sale adjourned  
at noon.

And being that it is about noon, We have suspended the present sale and ordered its resumption at 2 P. M. of this same day, and have signed. (Signed): P. Marquis; Delabarre; Lenormand; Delachaise; Chantalou, Clerk.

Sale resumed  
at 2 P. M.

And on said day, month and year above stated, at two o'clock in the afternoon, having resumed the present sale, on request and in the presence of the interested parties, we have proceeded as follows:

Firstly, we offered for sale two medium-sized hogs, adjudicated to Sieur Mieton for 150 livres.....	150
Item: two other hogs also of medium size, adjudicated to Sieur Bonrepos for 82 livres.....	82
Item: five hatchets, adjudicated to Mr. De la Barre for 53 livres.....	53
Item: five hatchets, adjudicated to Mr. De Kernion for 52 livres.....	52
Item: four ammunition guns, adjudicated to Mr. Monsanto for 142 livres.....	142
Item: two sets of gratings and three bevels, adjudicated to Mr. Caminada for 306 livres.....	306
Item: thirty-nine sheep, large and small, adjudicated to Mr. Piot for 2445 livres.....	2445
Item: one ploughshare with its iron chain, adjudicated to Mr. Daupelain for 140 livres.....	140
Item: ten pairs of hinges and seven bolts with spring and three latches, adjudicated to Mr. Marquis for 135 livres.....	135



Item: four different wimbles, one work-bench joiner, one large iron compass, twelve cabinetmaker's tools and two cabinetmaker's chisels, adjudicated to Mr. Guerineau for 125 livres.....	125
Item: fifty pounds of scrap iron, adjudicated to Mr. De la Barre for 57 livres.....	57
Item: two small grinding stones and one semicircular chisel, adjudicated to Mr. De la Barre for 45 livres .....	45
Item: one pair of bellows, one three-quintal anvil (one quintal: about 220 pounds), one beaked anvil, three large hammers, two hammers, eight pairs of pinchers, one poker, three mandrels, and one screw-plate, adjudicated to Mr. De la Barre for 2435 livres.....	2435
Item: Ninety quarters of rice, adjudicated to Barry, at 15 livres per quarter, for the total amount of 1350 livres.....	1350
Item: two grinding stones and one handle, adjudicated to Sieur Villars Du Breuil for 130 livres.....	130
Item: one Devil's chain, with its pegs, adjudicated to Mr. Lamothe for 252 livres.....	252
Item: one iron pincher, one skillet, one bevel, one broken coulter and other small tools, adjudicated to Mr. Monget La Lime for 52 livres.....	52
Item: one brick oven and one wooden shovel, adjudicated to Mr. Duvivié for 31 livres.....	31
Item: one Devil's chain, adjudicated to Mr. De la Barre for 180 livres.....	180

Sale suspended  
at 5 P. M.

And being that it is after five o'clock P. M., We have adjourned the present sale, to be resumed at nine o'clock tomorrow morning, and have signed.

(Signed): Delabarre; P. Marquis; Lenormand; Delachaise; Chantalou, Clerk.

Continuation of  
the sale at 9 A. M.  
on January 22.

And on the twenty-second day of January, of the year one thousand seven hundred and sixty-two, at nine o'clock in the morning, We, Councillor Commissioner abovementioned and undersigned, in the presence of the Procureur General of the King, and upon request of the persons abovementioned, went to the Registry of the Council for the purpose of resuming the present sale, which has been again advertised today by the beat of the drum in every part of the city; and numerous bidders being gathered there, who having been notified

that the purchasers were to hand their cash payments to the Clerk for the articles that would be adjudicated to them, we have proceeded to said sale as follows:

Firstly, has been put up for sale one cabinetmaker's cramp, adjudicated to Sieur Daupelain for 12 livres, 10 sols ..... 12- 10

Item: one negro named Soumat, adjudicated to Mr. Lamesle for 1600 livres..... 1600

Item: another negro named Daouin, adjudicated to Mr. Caminada for 1400 livres..... 1400

Item: one negro named Thelemaque, adjudicated to Mr. Ducrot, Surgeon, for 5000 livres..... 5000

Item: one negro named Lafortune, adjudicated to Madame Felipeaux for 3040 livres..... 3040

Item: one negro named Boucary Le Grand, adjudicated to Mr. Caminada, for account of Mr. Lamothe, for 4510 livres..... 4510

Item: one negro named Jupiter, adjudicated to Mr. Laporte for 3710 livres..... 3710

Item: one negro named Prince, adjudicated to Mr. St. Laurent for 3960 livres..... 3960

Sale adjourned  
at noon.

And being that it is past noon, we stopped the present sale, setting its resumption for 2 P. M. of this day, and have signed. (Signed): Delabarre; P. Marquis; Delachaise; Chantalou, Clerk.

Sale resumed at 2 P. M.

And on said day, month and year, at 2 P. M., We, Commissioner abovementioned and undersigned, in the presence of said Sieur Procureur General of the King, and on request and in the presence of the abovementioned parties, have resumed the said sale as follows:

Firstly, has been exhibited and offered for sale one negro named Lafleur, adjudicated to Mr. Moreau, soldier, for 4150 livres..... 4150

Item: one negro named Scipion, adjudicated to Madame Goudeau for 3005 livres..... 3005

Item: one negro named Hector, adjudicated to Mr. Delabarre for 9035 livres..... 9035

Item: one negress named Therese, adjudicated to Mr. Catoire for 10,210 livres..... 10210

Item: one negro named Sabary and his wife named Junon, adjudicated to Mr. Du Suau for 15,050 livres..... 15050

Item: one negro named Boncat and his wife named Magdeleine, adjudicated to Mr. Grand Maison for 15,350 livres ..... 15350



Item: one negro named Jeannau and his wife named Momu, adjudicated to Mr. Grand Maison for 1100 livres..... 1100

Sale adjourned  
at 5 P. M.

And being that it is five o'clock, We have suspended the present sale, to be resumed tomorrow morning at 9 o'clock, and have signed. (Signed): Delabarre; P. Marquis; Chantalou, Clerk.

Sale continued  
at 9 A. M. on  
January 23.

And on the twenty-third day of said month and year, at 9 A. M., resuming the said sale on request and in the presence of the persons abovementioned and undersigned, We, Councillor Commissioner and Procureur General of the King abovementioned and undersigned, went to the Registry of the Council, and numerous bidders being assembled there, We have offered and put up for sale an old negro named Jean and another negro named Polidor, who both have been adjudicated to Mr. Marquis for 600 livres..... 600

This is all that said heirs have produced for sale, which sale amounts, barring errors of calculation, to the sum of 93-483 livres and 10 sols, that will be placed in the Clerk's care; and he will take charge of same until further orders.

Decided upon and decreed on said day, month and year. And have signed. (Signed): Delabarre; P. Marquis; Chantalou, Clerk.

January 21.

No. 8072. 4 pp.

Marriage Contract  
between Nicolas  
LaCour and Marie  
Louise Decuir.

**Marriage Contract** passed in Pointe Coupée, between Nicolas LaCour, of age and in full enjoyment of his rights, born in the Parish of St. Francois of Pointe Coupée, Diocese of Quebec, son of the late Nicolas LaCour, in life an inhabitant of this post, and of Perinne Brette; and Demoiselle Marie Louise Decuir, native of Pointe Coupée, minor daughter of the late Etienne Decuir, in life an inhabitant of said post; said Demoiselle being assisted by Sieur Pierre LeDoux, her step-father, as he married Cecile Rondo, widow of said late Etienne Decuir.

Nicolas LaCour assisted by Sieurs Simon LaCour and Baptiste LaCour, his brothers; Sieur Bertrand Guichanduc, Surgeon of the King in this post, and Sieur Joseph Lefleur, friends of the future husband. Marie Louise Decuir assisted by said Sieur Pierre LeDoux, her step-father; said Cecile Rondo, her mother; Sieur Jean Decuir, her paternal uncle; Sieur Nicolas Bordelon, her maternal uncle; Sieur Louis Bernard Potin, Sieur Francois Mayeux and Sieur Paul Moro, friends of the bride.



(Signed) : Cecile femme LeDoux ; N. Bordelon ; P. LeDoux ; B. Guichanduc ; Moro ; LaFleur ; B. Lacour ; Benoist, Notary.

Jean Decuir and Simon LaCour declared that they could not write nor sign.

(Signed, in margin of first page) : Devergés ; De Reggio ; Ducros.

January 22.

No. 8073. 1 p.

Act passed at  
Pointe Coupée,  
granting freedom  
to a faithful  
negress.

**Before** Benoist, Notary of Pointe Coupée, appeared Adrienne Houmard, widow of the late Jean Baptiste Lottiere, in life an inhabitant of this post. The appearer declared that, being pleased with Francoise, a negress, about sixty years of age, and considering the faithful service rendered by her both to said appearer and to her deceased husband, during forty years, she has by the present act granted and does grant to said Francoise her full freedom, to take effect from this date.

Witnesses: Sieurs George Baron and Joseph Prevost called Collete.

(Signed) : Baron ; Collete ; Benoist, Notary.

(Signed, in margin) : Devergés ; De Reggio ; Ducros.

January 22.

No. 8074. 1 p.

Act passed at  
Pointe Coupée,  
granting freedom  
to a faithful  
negro slave.

**Act Passed** before Benoist, Notary of Pointe Coupée, and drawn in the same form as the preceding one. The negro to whom freedom is granted is named Laplante, who also has served the appearer and her late husband for over forty years.

Witnesses and signatures same as in the preceding act.

January 23.

1½ pp.

Settlement of  
accounts between  
Francois Cheval  
and the Volant  
Succession.

**Before** the Royal Notary of the Province of Louisiana, residing in New Orleans, appeared Mr. Francois Pascalis de la Barre, Captain of the Militia, in the name and as husband of D'lle Charlotte Volant, and representing also Mr. Pierre Marquis, as husband of D'lle Constance Volant; and also Demoiselle Catherine Volant, co-heiress of the late Mr. Gregoire Volant,

in life Captain of the Fourth Company of the Swiss Regiment de Halvil, garrisoned in this Colony: which appearer, after having perused the accounts between the Volant Succession and Sieur Francois Cheval, in partnership for one-fourth of the revenue from the plantation of Said Sieur Volant, has found that the sum of 3557 livres is owed to Sieur Cheval, who acknowledges,

by these presents, having received from Sieur De la Barre said amount in full; and therefore declares said Volant Succession free and discharged.

It is also made clear that said Sieur Cheval has still to render account to said Succession for 115 planks that he delivered to a man called Christophe, workman; and of the sum of 150 livres for planks sold to one Haupman. Three-fourths of these two accounts are due to the Volant Succession and Sieur Cheval promises to make remittance accordingly, as soon as payments are made to him.

Witnesses: Marin Bary and Pierre Chiron.

(Signed): Delabarre; Cheval; Bary; Chiron; Chantalou Notary.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

January 29.

No. 8079. 4 pp.

Sale of a  
plantation and  
slaves, by  
Jacques Voisin  
to Francois  
Pascal de la  
Barre and Pierre  
Marquis, for  
60,000 livres.

**Before** Chantalou, Royal Notary of this Province, appeared Mr. Jacques Voisin, Officer of the Troops in this Colony, who resides above the English Turn, and who, by these presents, states and declares to have sold today to Messrs. Francois Pascal de la Barre, Captain of the Coast-guard Militia, and Pierre Marquis, Officer of the Swiss Regiment de Halville, garrisoned in this Colony, who are both present and declare to accept and buy in partnership, by equal shares, for themselves and for their heirs: One plantation (land and buildings), situated about four leagues below the city on the same side of the Mississippi River; such land having the usual depth of forty arpents, and adjoining on the lower side the property of Sieur Decoudreau and on the other side the property of Mr. De Gourdon; said plantation being furnished with a house in stud-work, and court, garden, fences, gutters and drainage, such as actually exist, and as are known to the purchasers, who have visited the premises.

The Sale includes also: (a) fourteen negroes, negresses, negro boys and negro girls, here named: Leveillé; Pierrot; Cesard and his wife named Lisette and their children, Francoise, Fanchon, Charlotte and Louis; Scipion; Therese; Nicolas called Bonhomme; Pierre; Julie; and Jean; (b) twenty-five horned cattle; (c) five mares and horses.

The price of the present sale was agreed upon in the sum of 60,000 livres, of which 30,000 have been paid in cash to the vendor by the purchasers, who promise and obligate themselves to pay the remaining 30,000 livres within three years, from today, in gold or silver currency, and not otherwise; in security whereof



the purchasers, who acknowledge their joint liability, offer a mortgage on all their movable and immovable property, present and future.

And, for a greater security, in behalf of Sieur Voisin, the vendor, Sieur Francois Hery called Duplanty, resident of this city, after having been made acquainted with the present act and all its clauses, has voluntarily agreed to become surety of said purchasers for said sum of 30,000 livres, and offered a mortgage on all his movable and immovable property, present and future.

Witnesses: Marin Bary and Nicolas Forstall.

(Signed): F. Hery; Voisin; Delabarre; P. Marquis; Forstall; Bary; Chantalou, Notary.

January 30.

No. 8080. 6 pp.

Marriage Contract  
between Henry Louis  
Ranson and Marie  
Francoise Gallot.

**Marriage Contract** passed before the Royal Notary of the Province of Louisiana, residing in New Orleans, between Henry Louis Ranson, of full age and enjoying his rights, son of . . .; and Marie Francoise Gallot, minor daughter of the late Sieur Francois Gallot and of Dame Marie Drillaut, who stipulates for her daughter.

Sieur Ranson assisted by Sieur Francois Braquier, Officer of the Militia and merchant of this city; Sieur Jean Milhet, Officer of the Militia; and Sieur Jean Burgaud: his friends, for want of relatives. Demoiselle Gallot assisted by her mother, abovementioned; Dame Charlotte Gallot, wife of Sieur St. Martin, her sister; Sieur Barthelemy Gaillard, merchant; Sieur Jean Baptiste Caselard; and Sieur Pierre Thibaudau; all friends and residents of this city, for want of relatives.

The act was executed at the Plantation of Sieur Ranson, on January 30, 1762, in the presence of Sieurs Marin Bary and Pierre Chiron, witnesses.

(Signed): Veuve Nouguez; Henry Louis Ranson; Marie Francoise Gallot; Charlotte Gallot St. Martin; Baptiste Cazelar; B. Gaillardi; Braquier; Milhet; Pierre Thibeaudeau; Pierre Bourgaux; Chiron; Bary; Chantalou, Notary; Mathurin Carriere; J. Couprie; Alexander Vielle.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

Donation in above  
contract allowed  
to be entered in  
the Register.

**February 6, 1762.**—"In the King's name I allow that the donation specified in the present Act be entered in the Register of Insinuations—Conveyance Records—so that it may be executed according to its tenor. At New Orleans, February 6, 1762." (Signed): Delalande.

Order for and  
certification  
of recordation  
of donation in  
above contract.

**February 6, 1762.** "Considering the conclusions of the Procurer General of the King, the Council ordered and does order that the donation abovementioned shall be recorded in the Register of Insinuations in the Registry of the Council, so that it may obtain its full force. And it was in fact recorded in Register No. 79. Order given in the Council-chamber, at New Orleans, February 6, 1762." (Signed): Kerlérec; Delachaise; Macarty; Huchet de Kernion.

Inventory of the  
plantation which  
is mentioned in  
above contract.

**January 30, 1762.**—Inventory of the Plantation belonging, by equal shares, to Sieurs D. Granier and Louis Ranson, said Plantation consisting of fourteen arpents of land, one residence, and other buildings.

*Negresses:*

Manon and two children  
Charlotte, creole  
Rose do.  
Therese do.  
Isabelle and her daughter  
Fanchon  
Isabelle, 70 years old  

---

Seventy head of Cattle, male and female, small and large ones.

And belonging to me personally:  
one negress named Madeleine,  
creole; and one negress named  
Rosette, Congo, with two chil-  
dren.

Jannot do. do. 70 years old  
Patouca do. do.  
Telemaque, indigo-maker  
Jean Creole do.  
Francisque do.  
Jacob do.

---

Total: 21 head of negroes

*Negroes:*

Pierre, foreman  
Estienne, Congo nation  
Louis, Arada nation  
Masta, Congo nation  
Batiste do. do.  
Izac do. do.  
Jasmin do. do.  
Lafleur do. do.  
Marcure do. do.  
Pedro do. do.  
Gonbie do. do.  
Telemaque do. do.  
Bayonne do. do.  
Cupidon do. do.  
Estor do. do.

Executed on the Plantation of Sieur Ranson, on January 30, 1762.

(Signed): Henry Louis Ranson; B. Gaillardi; J. Milhet; Braquier; Cazellar; Pierre Thibeaudeau; Pierre Bourgaux; Mathurin Carriere.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.



February 1.

No. 8081. 4 pp.

Contract for  
loan of 20,000  
livres to Joseph  
Desuau by Pierre  
Marquis, acting  
as Curator for  
Catherine Volant.

**Contract** of obligation passed before the Royal Notary of the Province of Louisiana, in the presence and with the consent of Mr. De la Lande, Councillor Assessor of the Superior Council, acting Procureur General of the King.

Appeared Mr. Pierre Marquis, First Lieutenant of the Swiss Company de Halwil, in the name and as Curator of Demoiselle Catherine Volant, who also appeared, for the purpose of investing some funds coming to her from the estate of her deceased father; and appeared Mr. Joseph Desuau, Officer of the Colonial Troops, who agreed to receive from the hands of the Notary and Clerk the sum of 20,000 livres, in notes of Colonial currency, which sum he promises to return and pay back to Demoiselle Volant, or to anyone else who may be entitled to it, within one year from today, in security whereof he mortgages all his movable and immovable property, present and future, and in particular his lands and buildings situated in the region Des Allemands. The interest is agreed on at the rate of five per cent, in accordance with the King's decree.

Also appeared Mr. Francois Demazellieres, Captain of the Colonial Troops, who, after having taken cognizance of these presents, voluntarily agreed to be surety for said Sieur Dusuau, for said amount of 20,000 livres, and interest, and to that effect he granted a mortgage on all his movable and immovable property, present and future.

Act passed in the Notarial Office at New Orleans, on February 1, 1762, in the presence of Sieurs Marin Bary and Pierre Chiron, witnesses.

(Signed): Dusuau; P. Marquis; Delalande; Bary; Demazellieres; Chiron; Chantalou, Notary.

Acknowledgement  
of receipt of  
10,000 livres,  
as partial  
payment of the  
above obligation.

**February 23, 1763.**—On February 23, 1763, before the Royal Notary of the Province of Louisiana, residing in New Orleans, appeared said Sieur Pierre Marquis, First Lieutenant of the Swiss Company de Halwil, in the same capacity of Curator of Demoiselle Catherine Volant, who declared and acknowledged to have received from said Mr. Joseph Dusuau the sum of 10,000 livres, as an installment on said obligation of 20,000 livres; for which sum of 10,000 livres Sieur Marquis acquits and discharges Sieur Dusuau.

Passed in the Notarial Office at New Orleans, on said day, month and year, in the presence of Marin Bary and Antoine Foucher, witnesses.

(Signed): P. Marquis; Bary; Foucher; Broutin, Notary.

Extinction of  
above obligation,  
and release.

**January 10, 1764.**—On January 10, 1764, before the Royal Notary of the Province of Louisiana, residing in New Orleans, appeared *Sieur Pierre Marquis*, Commandant of the Fourth Company of the *De Halwil* Regiment, who acknowledged to have received in cash from *Sieur Du Suau*, also present, the sum of 12,400 livres, in full payment of both principal and interest of the obligation entered above.

Passed in the Notarial Office, in the presence of *Sieurs Gardera, Jr.*, and *Joseph Becat*, witnesses.

(Signed): *Dusuau*; *P. Marquis*; *Gardrat, Jr.*; *Jh. Becat*.

(Signed, in margin of first page): *Devergés*; *De Reggio*; *Ducros*.

**(Translator's Note:** The three foregoing notarial acts. passed in three different years, form parts of one single document filed on the aforesaid date of February 1, 1762.—G.L.)

February 6.

No. 8084. 4 pp.

Act of compromise  
relative to the  
Volant Succession.

**Before** the Royal Notary of the Province of Louisiana, residing in New Orleans, appeared: On one part, *Sieur Antoine Bienvenu*, in his name and as husband of *Dame Marie Devins*, and also as Curator of *Sieur Valentin Devins*, Officer of the Colonial Troops, his brother-in-law, who is absent; the appearer's wife, said *Dame Marie Devins*, is also present, and is duly authorized by her husband for the purpose of the present act. On the other part, *Mr. Francois Pascalis De la Barre*, Captain of the Coast-guard Militia, resident of this Colony, in his name and as husband of *Dame Charlotte Volant*, who is also present and duly authorized by her husband for the purpose of the present act; and *Mr. Pierre Marquis*, First Lieutenant of the Fourth Company of the Swiss Regiment *De Halwill*, garrisoned in this city, in his name and as husband of *Dame Constance Volant*, who is also present and duly authorized by her husband for the purpose of the present act; said *Sieur Marquis* acting also as curator of *Demoiselle Catherine Volant*, emancipated, who is also present and duly authorized by her Curator for the purpose of the present act.

All the said parties declared their intention of reaching an amicable settlement and to proceed to the division of what may be coming to both *Sieur Bienvenu*, in his said capacity, and to *Sieur Devins*, in the succession and community of property between *Mr. Gregoire Volant*, Knight of *St. Louis*, Captain of said Swiss Company, and *Dame Marthe Chauvin*, widow of *Sieur Valentin Devins*; which community had been proved by an inventory made after the death of said *Dame*.



All the appearers stated that, after consultation with their relatives and friends, they have agreed to come to an amicable settlement, and, to that end, to annul, by these presents, all orders and sentences prior to the present contract, which is to be considered as the only good and valid document. And as to the claims that might be made by the heirs of the late Sieur and Dame Devins, to the Volant succession, said Sieur and Dame Bienvenu acknowledged to have received in cash from the heirs of said Sieur Volant the sum of 22,500 livres, in notes of Colonial currency, and declared having no further rights whatever to said Volant succession, expressing their willingness and consent that these presents be recorded in the Registry of the Superior Council of this Province.

Passed in the Notarial Office of this city, on February 6, 1762, in the presence of Sieurs Marin Bary and Pierre Chiron, witnesses.

(Signed): Bienvenu; P. Marquis; Delabarre; Devins Bienvenu; Volant Delabarre; Volant Marquis; Catherine Volant; Chiron; Bary; Delagautrais; Marc Delatour; Chantalou, Notary.

Homologation  
of the above  
compromise  
by the Council.

**March 6, 1762.—The Council** homologated and does homologate the foregoing compromise, so that it may be executed according to its form and tenor. Given in the Council-chamber on March 6, 1762. (Signed): Kerlérec; Macarty; Huchet de Kernion; Delalande.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

February 6.

No. 8085. 2 pp.

Contract between  
Jeanne Rabalay  
and Bertrand  
Guichanduc, for  
exchange of real  
estate for a slave.

**Contract of Exchange** executed in Pointe Coupée, between Dame Jeanne Rabalay, acting under procuration of her husband Joseph Geoffrion, who is at present in Illinois; and Sieur Bertrand Guichanduc, Surgeon for the King in this post.

Before the Notary of Pointe Coupée appeared Dame Jeanne Rabalay, wife of Joseph Geoffrion, in whose name she is stipulating, who by these presents transfers and conveys to Sieur Guichanduc, who also appeared and signified his acceptance, a piece of ground of three arpents front by the usual depth, with a log cabin and other smaller buildings and enclosures that may be on said land, which is situated between the property of Jean Baptiste La Cour, on one side, and that of Sieur Nicolas Bordelon, on the other side; and Sieur Guichanduc, in exchange for said property, transfers and gives to Dame Rabalay, who declared her acceptance, one negress named Rose. The exchange is made on condition that Dame Rabalay, wife of Geoffrion, in

whose name she is stipulating, pay to Sieur Guichanduc the sum of 1500 livres, in silver currency of the Colony, before the end of the next month of March; in security whereof Dame Geoffrion gives a mortgage on all her husband's property, movable and immovable, present and future. Act passed in the presence of Francois Croiset and Pierre Ricard, witnesses residing in said post, on February 6, 1762.

(Signed): B. Guichanduc; Ricard; Croiset; Benoist, Notary.

Dame Rabalay, wife of Geoffrion, declared that she could not write nor sign.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

Ratification of  
above contract  
by Joseph Geoffrion,  
husband of Jeanne  
Rabalay.

**May 8, 1762.**—Before the aforesaid and undersigned Notary appeared Josep Geoffrion, resident of this post, who of his own free will ratified and does ratify, by these presents, the Exchange hereinabove transacted and performed between his wife, Jeanne Rabalay, and Sieur Guichanduc. Said ratification is to the effect that the foregoing contract may be executed in its form and tenor.

Passed at Pointe Coupée, on May 8, 1762, before the Royal Notary and in the presence of Jean Stephant Roquancour and Antoine Sarrazin, witnesses residing in said Post.

(Signed): Roquancour; Sarazin, Benoist, Notary.

Joseph Geoffrion declared that he could not write nor sign.

(Signed, in margin): Devergés; De Reggio; Ducros.

February 6.

No. 8086. 3 pp.

Olographic will  
of Sieur Fiacre  
Ferrand Darblay,  
Officer of the  
Marine Troops.

**After** having recommended his soul to God, the Testator prays Mr. De Vaugine, Infantry Officer in Louisiana, faithful, true and loyal friend and gentleman, to consent to be his testamentary executor, and gives him instructions to sell all his holdings in this country.

The Testator leaves and bequeaths his patrimony to his heirs, according to the Custom of his country, i.e., the Custom of Paris. Then he disposes of the following legacies: He leaves to his sister, Susanne Ferrand, residing at Joigny in Champagne, the sum of 10,000 livres. He leaves to one called Pierre, son of the late Janton, free mulattress, who resides at the Reverend Capuchin Fathers, in New Orleans, the sum of 1000 livres, which shall be remitted to Reverend Father Dagobert, Capuchin and Pastor of New Or-



leans, whom the Testator beseeches to take care of the boy and to have him taught a trade.

All that remains, after the two donations are made, shall be given to the Hospital for the Poor of New Orleans, with the request of having prayers said for the repose of his soul. Such is his last will, which he may think fit to modify by retrenching or adding, according to his wish.

Drawn up at La Nouvelle Chartres, on March 15, 1759, and signed: Fiacre Ferrand Darblay, Officer of the detached Marine Troops in Louisiana, day and year above specified. (Signed): Ferrand.

Codicil to the  
above will.

**March 31, 1759.—Codicil:** "In Mr. De Vaugine's absence, I beg Mr. De Baris, Infantry Officer in Louisiana, an upright man, loyal and true to me, to proceed to the sale of my belongings, and to pay my creditors according to the statement here enclosed; and I also grant him full authority and power to act in lieu of said Sieur De Vaugine, my Executor, and to see that legacies and donations here above mentioned be executed in their form and tenor."

Drawn up at La Nouvelle Chartres, on March 31, 1759.

(Signed): Ferrand.

**(Translator's Note:** The document originally consisted of five pages, of which two are missing. The Testament was sealed with sealing-wax, after having been folded in the customary manner of that time, as was done with letters, so that the fourth page served as an envelope. On this fourth page is written: "Testament of Sieur Fiacre Ferrand Darblay, Officer of the detached Marine Troops in Louisiana;" and, under this: Monsieur De Baris, Lieutenant of Infantry and Aide-Major of the Troops of Illinois at La Nouvelle Chartres." The document was filed in New Orleans on February 6, 1762.—G. L.)

February 8.

No. 8088. 4 pp.

Procuration by  
creditors of the  
Dublanc succession  
to Barthelemy  
Gaillard and to  
Jean and Dominique  
Clerisse, merchants  
of Bayonne.

**Act of Procuration** passed before the Royal Notary of the Province of Louisiana, residing in New Orleans. Appeared Mr. Louis Boucher de Grandpré, Knight of St. Louis, Captain of a Company of detached Marine Troops in this Colony, at present residing in this city; Sieurs Laforcade and Dargenton, merchants; Sieur Francois Braquier, merchant; Sieur Louis Ranson, merchant; Demoiselle Rose Lange, merchant; Sieur Barthelemy

Gaillard; Dame Marie Grosset, wife of Sieur Pierre, dressmaker: all residents of this city and creditors of the late Sieur Jean Baptiste Dublanc, merchant, who died in this city.

The appearers stated that, not having found in this Colony sufficient funds for the payment of what the succession owed them, and having known that in Bayonne there were funds belonging to said succession of the late Dublanc, they have constituted as their general and special Attorney said Sieur Barthélemy Gaillard, also a creditor of the succession, by Act passed before the Royal Notary of the Province of Louisiana, residing in New Orleans, dated September 29, 1759. Sieur Gaillard, availing himself of the power granted him by said procuration, constituted as his Attorneys Sieurs Jean and Dominique Clerisse, merchants of Bayonne, for the purpose of perusing and liquidating all that was owed to said creditors by the succession.

But the appearers were greatly surprised to hear that Sieur Lagrange, former partner of the late Sieur Dublanc, objected very much to the idea of renouncing and giving up the share due to them; therefore all said appearers declared that, in order to avoid all discussions and difficulties raised by Sieur Delagrange or by others holding property of the Dubanc succession, while confirming the aforesaid procuration granted to Sieur Gaillard, on September 29, 1759, and also the procuration granted by Sieur Gaillard to Sieurs Jean and Dominique Clerisse, passed before the Royal Notary of this city on October 2, 1759; and while expressing their approval of all that had been accomplished by Sieurs Clerisse, by virtue of said procuration, have again and unanimously constituted as their general and special Attorneys (the capacity of general Attorneys not being derogatory to the capacity of special Attorneys) said Sieurs Jean and Dominique Clerisse, merchants of Bayonne, to whom, jointly and separately, they grant full power and authority for the purpose of obtaining the payment of what is due to them by the Dublanc succession, according to the documents that had been remitted to them by Sieur Gaillard; such payments to be derived from the holdings of the Dublanc succession in Bayonne, in possession of Sieur Lagrange or of anyone else, in the capacity of possessors or of depositaries. Also full power is granted to appoint other Attorneys, to undertake any judicial action that might be necessary, to compromise, to give discharges, etc., promising to approve and ratify all that will be executed by said constituted attorneys.

Passed in the Notarial Office in New Orleans, in the afternoon, on February 8, 1762, in the presence of Sieurs Marin Bary and Louis Giscart, witnesses residing in this city.

(Signed) : R. Lange; Gaillard; Giscart; Grandpré; Pierre; Laforcade et Dargenton; Braquier; Bary, Louis Ranson; Chantalou, Notary.

(Signed, in margin of first page) : Devergés; De Reggio; Ducros.



February 8.

No. 8089. 1 p.

Act passed at  
Pointe Coupée,  
granting freedom  
to a negress and  
her six-year-old  
son, effective at  
death of owner.

**Act Passed** before the Clerk and Notary of Pointe Coupée by Alexandre Chenet, resident of this post, who of his own free will declared that he granted and does grant freedom to Hypolite, a negress, and to her son Isidore, a mulatto about six years old.

The appearer declared also that the execution of the present act is to take place after his death, meaning that said Hypolite shall continue to serve him to the end of his life, and also her son Isidore, when of age, will be retained in his service until his decease.

Passed at said post, on February 8, 1762, in the presence of Pierre Ricard and André Bourneuf, witnesses, residents of same place.

(Signed): Alexandre Chenet; Bourneuf; Ricard; Benoist, Notary.

(Signed, in margin): Devergés; De Reggio; Ducros.

February 10.

No. 8091. 2 pp.

Contract for loan  
of 30,000 livres  
by Pierre Voisin  
to Isaac Guinault.

**Before** the Royal Notary of the Province of Louisiana, residing in New Orleans, in the presence and with the consent of Mr. Jacques De Lachaise, Councillor of the Superior Council, appointed Commissioner in this case, and of Mr. De la Lande, Councillor Assessor of the Superior Council, acting Procureur General of

the King, appeared:

On one side, Mr. Pierre Voisin, Captain of the Militia, resident of this city, maternal grandfather and tutor of the minor children of the late Sieur Nicolas Barbin, in said capacity of tutor, who declared to dispose for investment of some funds belonging to said Barbin minors; and on the other side; Sieur Isaac Guinaud (Guinault), Officer of the Militia, residing in this city, and uncle by marriage of said minors, who declared to be willing to take part of said investment funds. Consequently, Sieur Guinault, by these presents, acknowledged having received today in cash from the undersigned Notary, the sum of 30,000 livres, in colonial currency notes, which sum he promised and obligated himself to return and pay back to said Sieur Voisin within one year, with five per cent interest, in compliance with the decree of the King; and as security for both principal and interest of his obligation, he granted a mortgage on all his movable and immovable property, present and future, and in particular on his house and lot situated on Royal Street, in this city. Moreover

Sieur Guinaud (Guinault) promised to furnish, within eight days, a good and sufficient surety, acceptable to Sieur Voisin.

Passed in the Notarial Office of this city, on February 10, 1762, in the morning, and in the presence of Sieurs Louis Giscart and Marin Bary, witnesses.

(Signed): P. Voisin; Guinault; Delalande; Louis Giscart. (The signatures of Delachaise, Councillor; Marin Bary, witness; and Chantalou, Notary, are missing.)

February 13.

No. 8092. 2 pp.

Declaration in the Registry of the Superior Council concerning the necessity of throwing overboard a part of the cargo of a vessel which had run aground on the Chandeleur Islands.

**Declaration** in the Registry of the Superior Council of the Province of Louisiana by Joseph Lautome, sailor on the brig "La Conception", commanded by Captain Sieur Corail. Upon request of Sieur Tous-sain Paul, Second Captain of the boat "L'Entreprenant", commanded by Captain Du Carpe, said sailor Joseph Lautome declared himself to be fully cognizant and to be able to state on his soul and conscience that, in order to release the boat (coming from Curacao) that had run aground on the Chandeleur Islands, nine hogsheads of wine and two hogsheads of brandy were thrown overboard, having been previously emptied. The declarer could not say to whom that merchandise belonged, nor what marks were affixed on said hogsheads, being illiterate. He could not sign.

Appeared also Joseph Salle, former Second Captain of the brig "L'Immaculée Conception", coming from Curacao, under the command of Captain Sieur Jean Jacques Corail. The ap-pearer, who is now serving on the boat "L'Entreprenant", in command of Captain Ducarpe, declared himself to have perfect cognizance that said brig, having run aground on the island of La Chandeleur, on October 20, last, it was necessary to throw overboard nine hogsheads of wine, previously emptied, the marks on which he could not remember, and two hogsheads of brandy, that were marked "P", belonging as he stated, to Sieur Paul of Marseilles, and which had been loaded on said brig at Curacao. He declared on his soul and conscience that his statement was sincere and true; and of his declaration he requested a copy, which was granted to him. And he signed.

(Signed): J. Salle; Chantalou, Clerk.

(Signed, in margin on first page): Devergés; De Reggio; Ducros.

February 13.

No. 8093. 4 pp.

**Before** the Royal Notary of the Province of Louisiana, residing in New Orleans, in the presence and with the consent of Mr. De la Lande, Councillor Assessor of the



Contract for loan  
of 10,000 livres  
to Daniel Fagot  
by Pierre Marquis,  
acting as Curator  
of Catherine Volant.

Superior Council of this province, acting Procureur General of the King, appeared, on the one side, (a) Demoiselle Catherine Volant, minor but emancipated daughter of the late Mr. Gregoire Volant, in life Knight of St. Louis, Captain commandant of the Swiss Company in this Colony; (b) Mr. Pierre Marquis, First Lieutenant of said Company, as Curator of said Demoiselle Volant; on the other side, Sieur Daniel Fagot, resident of this city.

Sieur Marquis declared that, being disposed to invest some funds belonging to Demoiselle Volant, which had come to her from her father's succession, he and said Demoiselle decided to lend the sum of 10,000 livres to Sieur Daniel Fagot, who acknowledged having received said sum from the Clerk's hands, in colonial currency notes, and he promised and obligated himself to pay back and reimburse said sum to Demoiselle Volant, or to anyone else who might be entitled to it, within one year from today, with five per cent interest, in compliance with the King's decree; and as security he gives a mortgage on all his movable and immovable property, present and future. And, as his surety, he presented Sieur Bernard Dauterive, Captain of the Colonial Troops, who, after having been informed of these presents, voluntarily granted a mortgage on all his movable and immovable property, present and future.

Act passed in the Notarial Office of this city, on February 13, 1762, in the presence of Sieurs Marin Bary and Louis Gis-cart, witnesses residing in this city.

(Signed): Fagot La Garciniere; Catherine Volant; Bary; Dauterive; P. Marquis; Delalande; Chantalou, Notary.

Extinction of the  
above obligation,  
and discharge.

**January 9, 1763.—And, on January 9, 1763, in the morning, before the Royal Notary of the Province of Louisiana, residing in New Orleans, appeared Mr. Pierre Marquis, First Lieutenant of the Swiss Company, garrisoned in this city, as Curator of deceased Demoiselle Catherine Volant, mentioned in the foregoing act of obligation, who by these presents acknowledged to have received this day in cash from Sieur Gilbert Maxent, merchant of this city, the sum of 10,500 livres, both for principal and interest, for which sum Sieur Dauterive, who had stood as surety, shall give account to said Mr. Maxent, and is acknowledged free and discharged by said Sieur Marquis. Executed in the presence of Sieurs Joseph Chauvin called Charleville and Marin Bary, witnesses.**

(Signed): Charleville; Bary; P. Marquis; Broutin, Notary.

(Signed, in margin of first page): Devergés; De Reggio, Ducros.

February 15.

No. 8094. 1 p.

Receipt by Jean  
Frederic to  
Joseph Prevost  
called Collet,  
for 600 livres.

**Before** the Notary of Pointe Coupée appeared Jean Frederic and Marie Richon, his wife, duly authorized by him for the purpose of these presents, residents of False River, who declared to have received from Joseph Prevost called Collet, resident of this post, the sum of 600 livres, which he owed them for the land he had bought from them, as per act passed be-

fore Mr. Louis Bernard Potin, former Notary in this post, on April 6, 1750.

Passed on February 15, 1762, in the presence of Pierre Ricard and André Bourneuf, witnesses residing in said post.

(Signed): Ricard Jean Frederic; Bourneuf; Benoist, Notary.

(Signed, in margin): Devergés; De Reggio; Ducros.

February 16.

No. 8095. 10 pp.

Excerpt from the  
Records of the  
Sessions of the  
Superior Council  
in the case of  
Louis Viviat vs.  
Louis Chancellier  
from Illinois.

**Between** Sieur Louis Viviat, merchant of this city, plaintiff, and Sieur Louis Chancellier, resident of Illinois, at present in this city, defendant:

The Superior Council of the Province of Louisiana, having perused the Petition presented by the plaintiff, and the order and citation dated August 13th of last year, said petition explaining that, in consequence of the Act of Obligation thereto attached, the defendant must deliver to the plaintiff the value of 20,000 livres of roebuck skins at thirty-five sols per pound; that the defendant refused to comply with this obligation, although he had come down from Illinois with a large quantity of such merchandise; and concluding that the defendant be summoned at the next session of the Superior Council to hear himself condemned to deliver to the plaintiff said quantity of peltries for the amount above specified, and to pay interest and costs.

Considering the private deed of December 11, 1760, signed by the defendant; the defendant's defenses of the third of the present month, explaining that the plaintiff had produced a contract that will be fulfilled; that the plaintiff gives to said transaction a wrong, arbitrary and illogical interpretation, which is not in accord with good faith and the customs of trade; that he did not borrow the sum which he owes to the plaintiff, who offered him the money so that he might use it; that he accepted the proposition with the understanding that the plaintiff would receive the skins at the purchase price; that he had also presented to the plaintiff a contract with all such clauses; that the plaintiff



iff, affecting a condescending attitude, told him that he would draw up said contract himself, so he drafted the one that was produced before the Council; that while drafting said deed the plaintiff tried to set the price of the hides at thirty-five sols per pound, but the defendant stopped him, saying that he would deliver the merchandise at 35 sols only when he could buy it in Illinois at 25 sols; that the plaintiff answered that he could not set the price at one Ecu, consequently the defendant added the clause that if the price of the skins should go up to one Ecu, he would deliver the merchandise by a subsequent shipment, which clause was accepted by the plaintiff, who assured the defendant of his honesty and said he would accept the eventual increase in price; that on account of such promise he signed the transaction, never thinking that the plaintiff would have the intention of paying him 35 sols for pelts for which he would have to pay more, taking on his charge the freight and risks; that the present exorbitant price would give the plaintiff a profit of 100,000 livres, if the defendant should reimburse the 20,000 livres by means of skins delivered at 35 sols; and concluding that the request of the plaintiff be rejected, the plaintiff be condemned to receive in reimbursement, with interest and indemnities as the Council will deem just, the sum of 20,000 livres that the defendant has been given, and to take and receive the merchandise at the current price, as the defendant shall prove by means of judicial documents.

Considering the statement produced today by the plaintiff, who sticks to the conclusion presented in his abovementioned petition; the whole perused and considered; the parties having been heard; the Council condemned and does condemn the defendant to deliver to the plaintiff an amount of hides at thirty-five sols per pound and for the sum of 20,000 livres, by the first return of the shipment that will leave this city for Illinois, in compliance with the private deed passed between them on December 11, 1760, and to furnish good and sufficient security. Costs compensated.

Rendered in the Council-chamber, in New Orleans, on September 5, 1761. For the Council. (Signed): Chantalou, Clerk.

Notice of above  
decision served  
on defendant

**September 9, 1761.**—On September 9, 1761, by virtue of the order above rendered, and upon request of Sieur Louis Viviat, merchant of this city, Sheriff Marin Lenormand, on behalf of the Superior Council, served a copy of said order on Sieur Louis Chancellier, resident of Illinois, at present residing in this city. (Signed): Lenormand.

Defendant  
requested  
to furnish good  
and sufficient  
security.

**September 25, 1761.**—On September 25, 1761, before noon, by virtue of the order of Our Lords of the Superior Council, dated September 5, 1761, upon request of Sieur Louis Viviat, merchant of this city, Marin Lenormand, Sheriff of the Superior Council, went to the house where dwells Sieur Louis Chancellier, inhabitant of Illinois, but presently staying in this city, and, speaking to him personally, requested that he furnish Sieur Viviat, without delay, with good and sufficient security, in compliance with said order, in default whereof Sieur Viviat will take all steps necessary to protect and insure his rights.

(Signed) : Lenormand.

Acknowledgement  
of receipt of  
40,000 livres,  
as full payment  
of the above  
obligation.

**February 16, 1762.**—And on February 16, 1762, in the morning, in the Registry of the Superior Council of the Province of Louisiana, before the Royal Notary, residing in this city, appeared Sieur Joseph Petit, merchant of this city, acting under procuration of Sieur Louis Viviat, merchant of this city, at present absent from the Colony, said procuration having been passed before said Royal Notary on the 26th of November last; which appearer, by virtue of the authority granted him by said procuration, declared having received this day from Sieur Louis Chancellier the cash payment of the sum of 40,000 livres, in notes of colonial currency, on account of the peltries that he had been condemned to deliver to Sieur Viviat, following the order of the Superior Council of September 5, 1761; of which payment, intended for principal, interest and costs, Sieur Chancellier is set free and discharged by said Sieur Petit.

Passed in the presence of Sieurs Antoine Olivier and Marin Bary, witnesses.

(Signed) : Chancellier; Petit; A. Olivier; Bary; Chantalou, Notary.

Louis Viviat's  
procuration to  
Joseph Petit.

**November 26, 1761.**—On November 26, 1761, before Chantalou, Royal Notary in this city, appeared Louis Viviat, merchant of this city, who declared that, being on the point of leaving for St. Domingo for business reasons, he constituted as his general and special attorney, Mr. Joseph Petit, to whom he granted authority and power to act in his stead and to exercise all rights for the protection of the constituent's interests. In the presence of Sieurs Gabriel Dubois and Marin Bary, witnesses.

(Signed) : Viviat; Bary; Dubois; Chantalou, Notary.

(Signed, in margin of first page) : Devergés; De Reggio; Ducros.



February 16.

No. 8096. 4 pp.

Marriage Contract  
between Andre  
Carriere and Louise  
Marguerite Dubois.

**Marriage Contract**, passed before the Royal Notary of the Province of Louisiana, residing in New Orleans, between Sieur André Carriere, employed in the Marine Office of this city, of age and enjoying his rights, native of the Parish of St. Louis of this city, Bishopric of Quebec, son of Joseph Carriere, resident of this city, and of the late Dame Marguerite Trepanier; and Demoiselle Louise Marguerite Dubois, minor daughter of Gabriel Joseph Dubois, Officer of the Militia, resident of this city, and of Dame Louise Elizabeth Bonier, her father and mother stipulating for her.

André Carriere assisted by his father abovementioned; Mr. de Macarty, Knight of St. Louis, acting Lieutenant of the King in this city; and Mr. Trudeau, Lieutenant of the Colonial Troops, acting Aide-Major: both relatives by marriage of the contracting party Demoiselle Louise Marguerite Dubois assisted by her father and her mother abovementioned; Mr. Villars Dubreuil, Captain of the Militia, her uncle, and his wife Dame Villiers; Mr. Vaugelade de Grandchamp, Captain commanding one Company of the Colonial Troops, her friend; and Mr. Poilleré, Cadet of said troops, also her friend.

The act was executed at the residence of Sieur and Dame Dubois, on February 16, 1762, in the presence of Sieurs Marin Bary and Pierre Chiron, witnesses residing in this city.

(Signed): André Carriere; Louise Marguerite Dubois; Villars; Villars; J. Carriere; J. G. Dubois; Macarty; Trudeau; Grandchamp; Poilleré; Bary; Chiron; Rochemore; Gaston de Rochemore; Millory; Du Breuil; Chantalou, Notary.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

February 19.

No. 8097. 5 pp.

Statement of the  
claims of Denis  
Braud against the  
Sainson succession.  
Three documents:  
Statement of  
accounts; Letter  
of Sainson to  
Braud; Letter of  
Ruelle to Braud.

**Statement of what the Sainson Succession seems to owe to Mr. Denis Braud:**

For what has been received by Mr. Sainson, in name and acting under procuration of Mr. Denis Braud, in settlement of the account of guardianship rendered him in said capacity by Mr. Delhorme, Tutor of Sieur Braud, on October 3, 1758, as per act passed before Messrs. Emerigon and Dupin, Royal Notaries at Bourg Saint Pierre (island of La Martinique): twenty-two hundred and ninety

livres, six sols ..... 2290, 6s,...

For what Sieur Sainson had been requested to pay to Sieur Braud, when he will be emanci-

pated or endowed, in conformity with the Acts of Division of the community of property between Sr. Sainson and Sr. Braud's mother; Act passed before Messrs. Le Vacher and Rossignol, Notaries at Bourg Saint Pierre, on November 18, 1751; twenty-one hundred and thirty-eight livres, eight sols, and one denier ..... 2138,-8s,-1d.

For the amount received by Mr. Sainson, representing the fifth due to Sr. Braud for the rent of the house coming to him from his mother's succession; said house being rented for 1800 livres per annum; said account to be rendered from October 3, 1758, when the Guardianship account was rendered, to February 23, 1761, date of Sr. Sainson's death; eight hundred and sixty-one livres ..... 861, —, —

Making a total of five thousand two hundred and eighty-nine livres, fourteen sols, one denier 5289,-14s,-1d.

To be deducted:

For what has been paid by Mr. Sainson for an order of payment drawn upon him by Sr. Braud in behalf of Mr. Depontes; eleven hundred and one livres ..... 1101, —, —

Paid for cost of act rendering accounts of Guardianship; fifty livres ..... 50, —, —

Paid to Madame De Poinsa from the fifth coming to Sr. Braud on the rent of the house mentioned above: fifteen livres and ten sols.... 15,-10s,—

Making a total of eleven hundred and sixty-six livres, and ten sols ..... 1166,-10s, —

And leaving a net balance of forty-one hundred and twenty-three livres, 13 sols, and 3 deniers due to Sr. Braud.

Made and drawn up from the documents that are in my hands, according to which documents it seems that the Sainson Succession owes to Mr. Denis Braud, in full settlement of all accounts, the sum of 4123 livres, 13 sols, and 3 deniers, barring errors.

At Saint Pierre de La Martinique, November 1, 1761.

(Signed): Ruelle.

Deposited by Sieur Denis Braud at New Orleans, on November 19, 1762. (Signed): D. Braud; Chantalou, Clerk.



Letter by Sainson  
to Braud, entered  
in support of the  
above Statement  
of Accounts.

**April 21, 1757.**—Letter from La Martinique. Mr. Braud: I learned, Monsieur, of the departure of Mr. Duffau only eight hours before he sailed; knowing what your trade is, I thought that a negro tinker could be of service to you, for the work he might do. For this reason I decided to send you Apollon, and hope that he may reach you and find you and your family in good health. The idea came to me rather late, so that, in consequence of said negro, it has been necessary to add a supplement to the list of the crew; anyhow he is on his way to you with his tinker's kit: two hammers, soldering implements, mallet, compass, punchers, etc. I hope that you will derive from him all the benefit that I wish you. You will agree to pay his passage, for which you will come to a satisfactory arrangement with the Captain, who, in consideration of all the work that this negro will do for him during the voyage, will not be too exacting with you; however, I do not make any agreement as to the cost of this passage. I only asked him to deliver said negro into your hands, as I make you a present of the man; if he were a trifle younger it would be better, but his only fault is drinking, which he will have no occasion to practice at your house.

I am not telling anything concerning the sum of 2138 livres, 8 sols and one denier, that I owe you for division account, and for which I am paying the interest to Mr. Delhorme; not being included in that sum the fifth coming to you on the house, for which I am going to renew my two-year lease for the sum of 1800 livres per annum, after having paid 14,500 livres for the last five years' rent. And about 5000 or 6000 livres will be spent without delay for repairs of said house, as, I am convinced, Sieur Delhorme has explained all these things to you.

I wish to you as well as to your sister a great deal of prosperity in your enterprise, and extend my compliments to your wife. I am, Sir, your affectionate step-father. (Signed): Sainson.

Deposited by Sieur Denis Braud. New Orleans, February 19, 1762. (Signed): D. Braud; Chantalou, Clerk.

(Address on the fourth page used as envelope): "A Monsieur Denis Braud habitant au Mississippi." And two wax seals, for the enclosure.

Letter by Ruelle  
to Braud, entered  
in support of the  
above Statement  
of Accounts.

**September 1, 1761.**—Letter from La Martinique. Mr. Denis Braud, Monsieur: Hoping that you have received my letter of last March, and that consequently you are cognizant of Mr. Sainson's death and of my marriage with Demoiselle, his daughter, these having been the objects of my writing, I will not deal again with details of said two happenings, and I limit myself to entertain you on the affairs that concern

you and of which Mr. Sainson was in charge, as holder of your procuration. After the perusal I have been able to make of the documents that are in my possession, I have prepared the statement, herewith enclosed, regarding receipts and payments made by Mr. Sainson for you, by virtue of said procuration, from the date of giving in of the guardianship accounts to the day of his death. As I cannot add to the statement any explanation clearer than the statement itself, I wish to inform you that since Mr. Sainson's decease I have voluntarily taken charge of the administration of the house coming from the succession of Madame your mother, and therefore I shall be personally responsible for what shall come to you, from this particular matter.

I have gathered from the divers correspondence exchanged between you and Mr. Sainson, that it was your intention to sell this house, and I will not conceal that on this subject my sentiments are perfectly consonant with yours; but I feel that it will be advisable to wait for the re-establishment of peace, as the present circumstances are adverse to an advantageous transaction of the kind.

I must also inform you, Sir, that since I have decided to make my residence in France as soon as possible, it will be proper for you to grant your procuration to a person of trust in this country, so that I may settle my account with you before my departure. I wish to assure you with truth that, if it were not for such eventuality, you would not have to contend with any incident that might delay the giving in of said account; I only wish to explain that I am doubly qualified for the rendering of the accounts to you, as I married Mademoiselle Sainson, daughter and only heiress of Mr. Sainson, and I have volunteered to take charge of the administration of your holdings, after the death of Mr. Sainson. I pray you to mention these two different capacities in the drafting of the act of procuration, as I have some personal reasons for requesting this.

Therefore, I do not doubt that you will take all available precautions, so that said procuration will be in proper form, and I will not insist on the matter any further.

I wish to renew my sentiments of most sincere attachment, with which I am, Sir, Your very humble and very obedient servant.

(Signed): Ruelle, First Secretary of the Administration.

I have the honor to assure Madame (Mrs. Braud) of my respect; M. de Ruelle extends to you many compliments. (Signed): R.

Deposited by Sieur Denis Braud. New Orleans, February 19, 1762. (Signed): Braud; Chantalou, Clerk.



February 23.  
No. 8098. 2 pp.

Act of Opposition  
entered by Jean  
Dominique Bunel  
against Dame  
Chastellier.

**Declaration** in Registry of the Superior Council of the Province of Louisiana by Sieur Jean Dominique Bunel, goldsmith of this city, who puts in his opposition to all claims of Dame Chastellier upon movable and immovable property, until his return from France, since he lodged an appeal to the Parlement of Paris and to the Privy Council of the King; conse-

quently he sets himself against any action detrimental to his own and his children's interests.

Upon the appearer's request, a copy of said declaration was granted to him, so that he may use it as he may think fit.

(Signed) : Bunel; Chantalou, Clerk.

(Signed, in margin of first page) : Devergés; De Reggio; Ducros.

February 23.  
No. 8100. 2 pp.

Acknowledgement  
of Obligation  
for 11,000 livres,  
held by Antoine  
Olivier for the  
Janis minors.

**Before** the Royal Notary of the Province of Louisiana, residing in New Orléans, in the presence of Mr. De la Chaise, Councillor Assessor of the Superior Council, Commissioner appointed in this case; and in the presence and with the consent of Mr. De la Lande, Councillor Assessor of said Council, acting Procureur General of the King, appeared Sieur Antoine Olivier,

merchant of this city, who declared that procuration was granted and request was made to proceed to the judicial sale of a piece of ground belonging to the Janis minors, which sale was executed; and that he has taken upon himself the responsibility and charge of the sum of 11,000 livres, the net amount remaining of the proceeds of said sale. And he acknowledged having received in cash from the hands of the Notary and Clerk undersigned said sum of 11,000 livres, which he promised and obligated himself to return and pay back to said Janis minors when they will become of age, or to whom it may be due; and to pay also the annual interest of five percent; in security whereof he gives a mortgage on all his movable and immovable property, present and future, and in particular on his house and lot situated in this city.

Passed in the Notarial Office of this city, on February 23, 1762, in the presence of Sieurs Marin Lenormand and Pierre Chiron, witnesses.

(Signed) : Delalande; A. Olivier; Lenormand; Chiron; Delachaise; Chantalou, Notary and Clerk.

(Signed, in margin of first page) : Devergés; De Reggio; Ducros.

February 25.

No. 8126. 6 pp.

Petition by Hardy de Boisblanc, Attorney for Vacant Estates, to Mr. de Rochemore, Intendant, for permit to take possession of the property belonging to Vincent Avandagno, a Spanish shipmaster who has just died in New Orleans; and to have an inventory of said property made.

**Petition to Mr. de Rochemore, Councillor of the King in the King's Councils, Commissioner General of the Marine, Intendant and First Judge in this Province:**

Pierre Hardy de Boisblanc, Attorney for Vacant Estates, has the honor of informing you that he has heard that Sieur Vincent Avandagno, Spaniard, Captain commander of the boat "Notre Dame de Mont Carmel", belonging to Sieur Molin, died upon his arrival in this city, without having disposed of his estate; therefore the petitioner requests that it may please you, Sir, to allow him to take possession of all the deceased's property, so as to be able to proceed to the inventory of the same, in the presence of any Commissioner that it may please you to appoint; and you will do justice.

(Signed): Hardy de Boisblanc.

Petition granted.

**February 25, 1762.—Be It Done** as requested, before Mr. Delachaise, whom We appoint Commissioner to this effect. (Signed): Rochemore.

Inventory and appraisal of the above property.

**February 26, 1762.—In the Year 1762** and on the 26th of February at 3 P. M., by virtue of the order of Mr. de Rochemore, Councillor of the King, Commissioner General of the Marine, Intendant and First Councillor of the Superior Council of the Province of Louisiana, dated 25th of the present month; and upon request of Sieur Hardy de Boisblanc, Attorney for Vacant Estates, We, Jacques de Lachaise, Councillor Assessor of the Superior Council of Louisiana, accompanied by Mr. De la Lande, Councillor Assessor of said Council, acting Procureur General of the King, representing, stipulating and acting for the absent creditors and for all whom it may concern, went to a house, situated in this city, belonging to Mr. Bunel, in which Sieur Avandagno, Spaniard, Captain of the boat belonging to Sieur Moulin, had died. And being there, with the Royal Notary of this Province, in the presence of the undersigned witnesses and of Sieur Hardy de Boisblanc, We met Sieur Francisque Xavier de Acosta, Spaniard, living in said house, who told Us that the deceased had arrived there ill, carrying only his trunk with him. Sieur de Acosta, having been duly sworn, declared that none of the deceased's belongings had been removed; then We ordered the trunk to be opened and the Inventory of the effects to be made.

This was done by Sheriff Marin Le Normand, who conscientiously made the appraisal as follows:

Firstly, 10 dozen metal coat buttons, appraised at ten livres..... 10, — —



Item: 21 Jeweller's crucibles, appraised together at twelve livres and ten sols..... 12, 10, —

Item: one silver shoe buckle, two garter buckles, and one silver gilt collar buckle, the whole appraised at forty-five livres..... 45, — —

Item: eight shirts, six of which are trimmed, appraised at two hundred livres..... 200, — —

Item: four vests, appraised at sixty livres..... 60, — —

Item: six cambric handkerchiefs, forty livres.... 40, — —

Item: one pair of old velvet breeches, one pair of old cotton breeches, one knitted woolen waistcoat, two garments, one pair of large breeches and one gingham shirt, appraised at one hundred livres..... 100, — —

Item: two collars, one pair of gloves, and eight pairs of stockings in silk, linen and wool, some in good condition and others worn out; and one pair of shoes: the whole appraised at seventy-five livres..... 75, — —

Item: one bed sheet, one bedspread and one old mattress, appraised at thirty livres..... 30, — —

Item: the abovementioned trunk, closing with padlock, appraised at thirty livres..... 30, — —

Item: nine Manuscripts, of which eight in Spanish and one in English: no appraisal given.

This is all that was found, so far, in this city, belonging to said deceased. It is said that some effects have remained on board the abovenamed boat.

The whole has been placed in the keeping of Sieur Hardy, who took charge of them as depository of judicial goods, and who promised to produce them whenever requested.

Ordered and executed on said day, month and year.

(Signed): Hardy de Boisblanc; Franc. de Acosta; Delalande; Lenormand; Delachaise; Bary; Chantalou, Notary.

Inventory of  
other property  
belonging to  
Avandagno.

March 18, 1762.—And on March 18, 1762, at eight o'clock A.M., by virtue of the order formerly dated, on request and in the presence of the persons abovementioned and undersigned, We, Councillor Commissioner abovenamed and undersigned, went to the house of Sieur Desormaux, where lives Sieur Moulin, owner of the boat "Notre Dame de Mont Carmel", of which said Sieur Avandagno was Captain commander; and being there with the purpose of proceeding to the Inventory of said Avandagno's belongings, said Sieur Moulin stated, on his conscience, that he would exhibit and produce

all that, to his knowledge, belonged to the deceased, which belongings were inventoried by the Royal Notary of this Province, in the presence of the undersigned witnesses, as well as of the Sheriff, the appraiser. And We proceeded as follows:

Firstly, said Sieur Moulin declared that he kept in his warehouse as belonging to the late Avandagno:

Thirty-eight barrels of flour, which he had consigned to Sieur Hardy.

Item: four hogsheads of brandy.

Item: one iron turnspit clock.

Item: one guitar, one violin, and one cellaret.

Item: sea maps in three volumes.

This is all that Sieur Moulin has declared to be the property of the late Sieur Avandagno.

Then Sieur Hardy produced a list of all the effects that the late Avandagno had on board the boat named, which list, he stated had been given to him by some people serving on said boat. The document was marked with the letter: "A".

And, since nothing else was found to be inventoried as belonging to the Avandagno Succession, in said warehouse, We closed the present Inventory, and all that is recorded in it was entrusted to the care of Sieur Hardy, who took charge of all the holdings of the Succession and shall produce them when ordered to do so.

Executed and passed on said day, month and year, in the presence of Sieurs Broutin and Bary, witnesses.

(Signed): Broutin, Lenormand; Hardy de Boisblanc; Delachaise; Bary; Delalande; Chantalou.

February 27.

No. 8101. 1 p.

Donation of a  
negress, by  
Dubreuil and  
wife to Miss  
Poreneuf.

**We, Undersigned, Joseph Villars Du Breuil and Jane Catherine de La Boulay, his wife, have agreed to make donation, from this day, to Mademoiselle Poreneuf, our cousin, in honor of the friendship that we have for her, of a young negress called Francoise, whom we bought at the judicial sale (of the Succession) of late Sieur Du Breuil, our father; said negress to be a servant of her (our cousin); no one, whoever, has any claim upon said negress, of whom we make a present to our cousin, and whom she may dispose of as property belonging to her.**

At New Orleans, January 17, 1762.

(Signed): Laboulay Villars; Villars.



The present document was deposited in the (Registry) Office by Mademoiselle Portneuf. New Orleans, February 27, 1762.

(Signed): Felicité Porneuf; Chantalou, Clerk.

(Signed, in margin): Devergés; De Reggio; Ducros.

February 27.

40 pp.

Petition by Widow Baudreau and her son-in-law for permit to sell six lots belonging to the Baudreau Succession.

**Petition to Mr. de Rochemore, Knight, Commissioner General of the Marine, Intendant of the Province of Louisiana, by Catherine Vinconneau, widow Beaudreau, and by Francois Mazurier, as her son-in-law, stating that they are in possession of six pieces of ground, situated in this city, on Saint Ursule Street, facing the Ramparts; and that they have the intention of selling them, observing the usual formalities; wherefore the petitioners beg that permit**

for said sale be granted.

(Signed): Mazurier. (Widow Baudreau was illiterate.)

Permit granted.

**February 27, 1762.—Permit granted for sale of the six pieces of ground mentioned in the petition, with the observance of the usual formalities. (Signed): Rochemore.**

Advertisement of the sale.

**March 14, 1762.—By Virtue of Mr. Rochemore's order of February 27, 1762, Marin Lenormand, Sheriff of the Superior Council, published three notices, on three successive Sundays, on February 28th, March 7th and 14th, at the door of the Parochial Church and at the door of the Courthouse; and no one appeared at the Registry to file opposition. (Signed): Lenormand.**

Petition for appointment of a commissioner to supervise above sale.

**March 6, 1762.—Petition to Mr. De Rochemore by Catherine Vinconneau, Widow Baudreau, and by Francois Mazurier, her son-in-law, praying for the appointment of a judge, before whom the sale of the six pieces of ground may take place, in the presence of the Procurer General of the King. (Signed): Mazurier.**

Commissioner appointed.

**March 6, 1762.—Appointment of Mr. Delachaise, Councillor Assessor, as Commissioner in this case, and of Mr. Delalande as Procureur General of the King. (Signed): Rochemore.**

First auction of the above lots.

**March 8, 1762.—On March 8, 1762, at 8 o'clock A.M., on petition of Catherine Vinconneau, widow of the late Jean Baptiste Baudreau, and of Francois Mazurier, son-in-law of said deceased, having married Catherine Beaudreau; and by virtue of**

the orders of Mr. de Rochemore, Commissioner General of the Marine, Intendant and First Judge of the Superior Council of this Province, dated February 27th and March 6th, granting permit to sell six pieces of ground situated back of this town, said sale to take place before Mr. Delachaise, Councillor Assessor of said Council, appointed Commissioner in this case, and in the presence of Mr. Delalande, also Councillor Assessor of said Council, acting Procurer General of the King:

We, Councillor Commissioner, and the Procureur General of the King, accompanied by the Clerk and the Sheriff of said Council, went to the Courthouse, for the purpose of receiving the first bids on two of the six pieces of ground belonging to the Beaudreau succession, situated back of this town at the corner of St. Ursule Street and facing the fortifications of the city, forming a square measuring one hundred and twenty feet on every side, and adjoining on one side the property of Madame de Lapommeraye and on the other side the property of the Succession; on which two pieces of ground stands a small house in bad condition.

And numerous bidders being gathered there, We had the Sheriff Auctioneer to announce that the sale was to proceed on condition that the purchaser shall have to pay in cash into the Clerk's hands the purchase price, together with the auction costs; one-half of the amount of the proceeds of the sale to be remitted to widow Beaudreau, and the other half to be divided between the co-heirs; and, out of this other half, the share coming to the minors is to be invested to their best advantage. Then the first bid was offered by Sieur Jacques Lorrain, in the sum of 4000 livres; followed by that of 4500 livres by Sieur Songy; and by that of 5000 livres by Sieur Marin. And no other bid having been presented, We ordered the publication of new announcements and advertising in every part of the city, concerning a second auction to follow on Monday, the 15th of the present month; and signed, with the exception of said Dame Vinconneau, who declared that she could not write nor sign.

(Signed): Delalande; Delachaise; Mazurier.

**Second auction.**

The second judicial sale took place on March 15th, with the following bids: by Sieur De Chabert, 6000 livres; by Sieur Dufossat, 7000 livres; by Mr. Chabert 8000 livres; by Mr. Villars, 9000 livres; by Sieur Dufossat, 10,000 livres; by Mr. Villars, 11,000 livres. (Signed): Villars; Mazurier; Delachaise; Delalande.

**Third auction.**

The third judicial sale was held on March 22nd, and the following bids were offered: by Sieur Grondel, 11,100 livres; by Sr. Villars, 11,150 livres; by Sieur Grondel, 11,200 livres; by Sr. Roussillon, 11,300



livres; by Grondel, 11,500 livres; by Sr. Roussillon, 11,550 livres; by Sr. Grondel, 11,600; by Sr. Roussillon, 11,650 livres; by Sr. Grondel, 11,700 livres; by Sr. Roussillon, 11,800 livres; by Sr. Grondel, 11,850 livres; by Sr. Roussillon, 11,900 livres; by Sr. Grondel, 11,950 livres; by Sr. Roussillon, 12,000 livres; by Sr. Broutin, 12,050 livres; by Sr. Roussillon, 12,100 livres; by Sr. Broutin, 12,150 livres; by Sr. Roussillon, 12,200 livres; by Sr. Broutin, 12,250 livres.

And no other bids having been offered, with the consent of the Procureur General of the King and of the interested parties, said two pieces of ground, measuring together 150 feet on the side facing the Ramparts by a depth of 100 feet, the first estimate above specified being incorrect, together with the buildings and improvements thereon and all the rights, ways, privileges and advantages thereunto belonging or in anywise appertaining, were finally adjudicated to Sr. Broutin, as the last and highest bidder, for said sum of 12,250 livres, which sum he paid in cash, together with the costs of the judicial sale; wherefore he became the free and rightful owner of said property.

(Signed): Broutin; Mazurier; Delalande; Delachaise.

Petition for  
appointment of  
a Tutor to the  
Beaudreau minors.

**April 3, 1762.—Petition** to Mr. De Rochemore by Francois Mazurier, acting in behalf of the Beaudreau minors, stating that six pieces of ground and a house thereon, belonging to said minors, have been judicially sold, the proceeds whereof have been placed in the hands of Sieur Chantalou, Clerk; and that it would be proper, before making division of said money, to appoint a Tutor to said minors, so that he may be present at the division in order to take charge of their persons and holdings. Wherefore, the petitioner prays that a family meeting be convened for said purpose. (Signed): Mazurier.

Order to convene  
family meeting.

**April 5, 1762.—Order** by De Rochemore to assemble the relatives and friends of the Beaudreau minors to decide on said petition, before Mr. Delachaise, Commissioner appointed in this case, and in the presence of Mr. De la Lande, Procureur General of the King. (Signed): Rochemore.

Permit granted.

**April 5, 1762.—Permit** to convene family meeting, by April 7th. (Signed): Delachaise.

Summons issued  
for the family  
meeting.

**April 6, 1762.—On April 6, 1762,** by virtue of the order here above given, and on request of Sieur Louis Francois Mazurier, acting in behalf of the Beaudreau minors, Marin Lenormand,

Sheriff of the Superior Council, served notice upon the following persons: Sieur Jean Baptiste Beaudreau, brother of the minors; Sieur Boisdoré, Sr., family friend; Sieur Boutet La Lime, blacksmith, family friend; Sieur du Bois, tailor, family friend; Sieur Marchand, wig-maker, family friend; Sieur Bertaux, Jr., carpenter, family friend; Sieur Mesnelet, tailor, family friend: to appear tomorrow, 7th of the present month, at 4 P. M., before Mr. de la Chaise, Councillor Commissioner in this case, and in the presence of the Procureur General of the King, for the purpose of giving their advice and of electing a tutor and an under-tutor to the said Beaudreau minors. (Signed): Lenormand.

Proceedings of  
the family meeting.

**April 7, 1762.—On April 7, 1762, at 4 o'clock P.M., before Mr. Jacques De la Chaise, Councillor Assessor, Commissioner in this case, and in the presence of Mr. De la Lande, acting Procurer General of the King, appeared: Sieur Francois Louis Mazurier, acting for the Beaudreau minors, who declared that by virtue of the order of Mr. De Rochemore, of the 5th of the present month, he obtained the assembling of the relatives and friends of Claude and Louise Beaudreau, minor children of the late Jean Baptiste Beaudreau and of Catherine Vinconneau, with the object of electing a Tutor and an under-Tutor to said minors. Consequently are present: Dame Catherine Vinconneau, widow Beaudreau, the minors' mother; Mr. Jean Baptiste Beaudreau, brother of said minors; Sieur Boisdoré Barbeau; Sr. Boutet called La Lime; Sr. Caraby called Dubois; Sr. Marchand; Sr. Bertaud; Sr. Menelet; all friends of the minors' family and all residents of this city. All of whom, having duly taken oath to signify their good and sincere judgment concerning the election of a Tutor and an under-Tutor to said minors, expressed their advice in favor of the appointment of said Sieur Mazurier as Tutor, and of Sieur Jean Baptiste Beaudreau as under-Tutor. And signed, with the exception of Catherine Vinconneau, Jean Baptiste Beaudreau, Dubois and Boisdoré, who declared that they could not write nor sign.**

(Signed): Mazurier; Boutté; Bertaux, Jr.; Marchand; Menelet.

Procès-verbal of  
family meeting  
reported to De  
Rochemore.

Whereupon We, Councillor Commissioner, and the Procureur General of the King, ordered and do order that the present advice of said relatives and friends of the Beaudreau minors be reported to Sieur De Rochemore, so that he may act accordingly. (Signed): Delalande; Delachaise.

(Translator's Note: The document giving De Rochemore's action in the matter is missing.—G. L.)



The Beaudreau  
minors petition  
for their  
emancipation.

**April 8, 1762.—Petition** to Mr. De Rochemore by Claude and Catherine Louise Beaudreau, minor children of the late Jean Baptiste Beaudreau and of Catherine Vinconneau, expressing their desire to enjoy what has come to them from the Succession of their father, since said Claude has reached the age of twenty-four years and seven months, and said Catherine Louise the age of twenty years and three months, as is proven by the two joint baptismal certificates; and pray that a meeting of relatives and family friends be convened so that they may give their advice and decide on the petitioners' emancipation. (Signed): Louis Bodro; Claude Baudreau.

Order to convene  
family meeting.

**April 12, 1762.—Let the Relatives** and friends of the minors, Claude and Catherine Louise Beaudreau, be assembled to decide on the request contained in the present petition, before Mr. Delachaise, whom We appoint Commissioner in this case, and in the presence of Mr. Lalande. (Signed): Rochemore.

Permit granted.

**April 12, 1762.—Permit** to summon family meeting by the 14th of the present month. (Signed): Delachaise.

Summons served.

**April 12, 1762.—On April 12th**, by virtue of the order above given, on the petition of Claude and Catherine Louise Beaudreau, Sheriff Marin Lenormand served notice of summons upon the following persons: Sieur Mazurier, brother-in-law of the petitioners; Sr. Boisdoré; Sr. Gargaret; Sr. Jacques Tarascon; Sr. Lavierge; Sr. Boutet La Lime; Sr. Raimond: all family friends; to appear on the 17th of the present month, before Mr. Delachaise, Councillor Commissioner, and in the presence of the Procureur General of the King, for the purpose of giving their advice and deciding upon the emancipation of said minors. (Signed): Lenormand.

Proceedings of the  
family meeting  
held to decide upon  
the emancipation of  
Beaudreau minors.

**April 17, 1762.—On April 17th, 1762**, in the morning, before Mr. Jacques de la Chaise, Councillor Commissioner in the case, and in the presence of Mr. De la Lande, acting Procureur General of the King, appeared Claude and Catherine Louise Beaudreau, minor children of the late Jean Baptiste Beaudreau and of Catherine Vinconneau, who declared that by virtue of Mr. De Rochemore's order, dated April 12th, they caused the summoning of relatives and friends, with the object of deliberating and

giving their advice regarding the appearers' emancipation and the Writ of Benefit of Age, which they request in order to be able to enjoy that which has come to them from the succession of their father, as Claude Beaudreau is past twenty-four years of age, and Catherine Louise is past twenty.

Consequently are present: Sieur Mazurier, brother-in-law and Tutor of said minors; Catherine Vinconneau, their mother; Sieur Jean Baptiste Beaudreau, their elder brother and under-Tutor; and Sieurs Boisdoré Barbeau, Gargaret, Lorrain called Tarascon, Boutet called La Lime, Raimon, all friends and residing in this city.

And having been duly sworn to loyally and sincerely express their opinions on the matter, all of them declared being of the same mind in favor of the emancipation of said Claude and Catherine Louise Beaudreau, so that the latter may enjoy their movable holdings and the revenue of their immovable property, being capable of directing and managing their own affairs. Consequently, the assembled persons elected as Curator the minors' elder brother, Jean Baptiste Beaudreau, who will give them advice, assistance and authorization whenever required by law. And signed, with the exception of Catherine Vinconneau, Jean Baptiste Beaudreau, Claude Beaudreau and Barbeau, who declared that they could not write nor sign.

(Signed): Mazurier; Louis Beaudreau; Bouttet; Jean Pierre Hardy called Lavierge; Dargaron; Tarascon; Ferbos.

Procès-verbal of  
family meeting  
referred to  
De Rochemore.

Whereupon We, Councillor Commissioner, and the Procureur General of the King, abovenamed and undersigned, ordered and do order that the present advice of the relatives and friends of said minors be reported to Mr. De Rochemore, so that he may act accordingly.

Rendered at New Orleans on said day, month and year.

(Signed): Delalande; Delachaise; Chantalou, Clerk.

Homologation of  
proceedings of  
family meeting  
for emancipation  
of the Beaudreau  
minors.

**April 19, 1762.**—Considering the procès-verbal of the family meeting of relatives and friends of the minors, Claude and Catherine Louise Beaudreau, by which act said relatives and friends expressed their advice in favor of the minors' emancipation, under the advice and counsel of their elder brother, Jean Baptiste Beaudreau, who was elected their Curator, We, Knight, Councillor of the King in his Councils. Commissioner General of the Marine, Intendant in this Prov-



ince, homologated and do homologate the proces-verbal of the meeting of said relatives and friends, so that it may be executed according to its form and tenor. Therefore, We order that these presents shall be used in lieu of and as Writ of Benefit of Age by said minors for the enjoyment of their movable property and the usufruct of their immovable holdings, under the guidance and advice of said Jean Baptiste Beaudreau, their Curator, who accepted said responsibility and promised to perform his duty and to take oath.

Rendered in Our Office, at New Orleans, April 19, 1762.

(Signed): Rochemore.

Judicial costs  
for election of  
Tutor to the  
Beaudreau minors.

**April 18, 1762.—Statement** of the Judicial costs concerning the election of the Tutor to the Beaudreau minors:

To the Sheriff for summons.....	10	livres
Fees to the Councillor Commissioner.....	15	do.
Ditto to the Procureur General.....	15	do.
Ditto to the Clerk.....	10	do.
Text and copy.....	15	

Total sixty-five livres..... 65 do.

Court expenses in the sum of sixty-five livres were ordered and approved by Us, Councillor Assessor of the Superior Council of this Province, Commissioner in the case. (Signed): Delachaise.

Judicial costs  
for emancipation  
of the Beaudreau  
minors.

**April 18, 1762.—Statement** of the Judicial costs in reference to the emancipation of the Beaudreau minors:

To the Sheriff for summons.....	10	livres
Fees to the Councillor Commissioner.....	15	do.
Ditto to the Procureur General.....	15	do.
Ditto to the Clerk.....	10	do.
Text and copy.....	15	do.

Total sixty-five livres..... 65 do.

Court expenses in the sum of sixty-five livres have been approved and ordered by Us, Councillor Assessor, Commissioner in the case. (Signed): Delachaise.

**(Translator's Note:** All the documents in this case, running from February 27 to April 19, 1762, are gathered in one folder with the title: "Adjudication of the lots of the Bodereau Succession—1762—March 8th—Closed and settled by dis-

charge of the Notarial Office. Numbered: 409." There are forty pages of documents, numbered: 66933-66939, 66948-66954, 66959-66984, 66986-66987. Some of these documents are in duplicate, and some even in triplicate; but many are missing, viz: all those regarding the procedure for the judicial sale of the other four pieces of ground; the division of the proceeds between the heirs of the Beaudreau Succession; the investment of the minors' share; etc.—G. L.)

(To be continued.)



*cont*

**INDEX TO THE SPANISH JUDICIAL RECORDS  
OF LOUISIANA  
LXV.**

**April, 1784.**

(Continued from January, 1940, Quarterly)

By LAURA L. PORTEOUS.  
(With Marginal Notes by Walter Prichard)

Spanish officials appearing in this installment:

Esteban Miro, Colonel of the Fixed Regiment of Infantry of this Place, and Governor ad interim of the Province of Louisiana.

Martin Navarro, Intendant General of the Province of Louisiana.

Juan Doroteo del Postigo y Balderrama, Auditor of War and Assessor General of Louisiana.

Francisco Maria de Reggio, Alferez Real and Alcalde Ordinario.

Joseph de Orue, Accountant for the Army and Royal Treasury and Senior Alcalde Ordinario (1786).

Escribanos: Rafael Perdomo; Fernando Rodriguez.

Juan Josef Duforest, Official Interpreter and Translator.

Luis Lioteaud, Judicial Accountant and Official Taxer for costs of Court.

Joseph Ducros, Regidor and Receiver General of the Province of Louisiana.

Rafael Perdomo, Notary for the Royal Treasury and for the Registration Offices.

Nicolas Fromentin, Deputy Sheriff.

Attorneys: Francisco Broutin; Pedro Bertonière; Antonio Mendez (1786).

Witnesses: Phelipe Guinault; Luis Lioteau; Pedro Bertonière; Adrian de la Place; Francisco Blache; Francisco Bijon; Alexandro Reboul; Francisco Cheval; Francisco Broutin; Antonio Mendez; Francisco Carcasses; Manuel Monroy; Pedro Portal; Jose Calle; Pedro Roche; Santiago Lemaire; Miguel Gomez; Francisco Lioteau.

April 14, 1784.

**Antonio Luis Leblanc vs. Joseph Ducros. To obtain a legitimate inheritance.**

No. 116. Pages 91 to 197.

Court of Governor Esteban Miro.

Assessor, Juan del Postigo.  
Escribano, Rafael Perdomo.

This lengthy suit, brought to collect an inheritance, affords an excellent illustration of the legal difficulties involved in the establishment of adequate proof of such a claim, when there must be considered donations in marriage contracts, dowries, wills, and multiple marriages of the parties from whom the inheritance is claimed. The documents presented in the case, in proof of claim of plaintiff, cover a period of over forty years, and some of the more pertinent documents are missing. In spite of the many points involved in the suit, the proceedings contain many items of interest.

The plaintiff asks for a copy of the Gauvain Succession.

wife, in a suit brought against Chevalier Joseph Ducros to collect her maternal inheritance and that of her two brothers. This case has been set for trial, therefore as a part of the evidence he must produce to prove his cause, he prays His Excellency to order a certified copy of the Juan Bautista Gauvain Succession, containing 50 pages, issued to him, to be attached to these records to serve to substantiate his claim. Governor Miro, on Assessor Postigo's advice, rules: As it is prayed.

[**Translator's Note:** The copy is not filed here and may account for the 50 missing pages noted above. For the index and summary of the original Gauvain Succession see *Louisiana Historical Quarterly*, XI (1928), 678, October 15, 1776, No. 35, 50 pages. Luisa Gauvain is Antonio Luis Blanc's second wife. He had previously married her older sister, Enriqueta Gauvain. See *Louisiana Historical Quarterly*, XIX (1936), 538, October 24, 1782, Succession of Enriqueta Gauvain, wife of Antonio Luis Blanc.—L. L. P.]

As a title, on the fly leaf, but added at a much later date, is written: This record lacks 90 pages. It begins with 91, April 14, 1784, and continues up to 197. It was received in this condition according to the inventory of the documents on file with the late Esteban de Quiñones.

[**Translator's Note:** De Quiñones died sometime after October 13, 1801, when last mentioned as Clerk of the Court. For the first 40 pages of this suit see November 18, 1783, No. 32, 40 pp., Luis Blanc, as heir to Maria Juana Cheval, asks to have Joseph Ducros deliver to him the estate he holds belonging to the abovesaid. (*Louisiana Historical Quarterly*, XXII (1939), 693.) This entry shows the case to be unfinished. There are still 50 pages missing which may be the file of the Gauvain Succession.—L. L. P.]

Page 91 is Antonio Luis Blanc's petition in which he sets forth that he represents Luisa Gauvain, his



*Interrogatorio.*

The next entry is an interrogatorio of four questions to be put to Joseph Ducros, that Luis Blanc claims to be of value to him in the suit he prosecutes to collect his wife's maternal inheritance.

- Q. 1. Is it not true that on January 8, 1782, he received 1411 pesos from Francisco Cheval that the latter owed according to a written document executed before Leonardo Mazange on November 26, 1781?
- Q. 2. From what did the said sum proceed that he received from Cheval, what value did he give him for this amount, and in what money was it received?
- Q. 3. Is it not true that on November 21, 1781, he received 1120 pesos from Joseph Chalon that the latter owed by written act drawn up before Leonardo Mazange, March 12, 1780?
- Q. 4. From what did this said sum proceed, what value did he give him for this amount, and in what money did he receive it?

The plaintiff asks to have the defendant answer the above questions.

On April 15, 1784, Mr. Blanc prays to have his opponent, under oath, answer the interrogatorio duly presented, and done to file the answers with his proofs. Esteban Miro, on Postigo's advice, decrees: The interrogatorio having been presented, let the defendant swear and declare to its contents, as requested, the taking of his testimony to be entrusted to the Escribano, and done file his answers with the plaintiff's proofs.

*Joseph Ducros' answers.*

In the city of New Orleans on the sixteenth of April of the year one thousand seven hundred and eighty-four, the Escribano, pursuant to the decree rendered, went to Regidor Joseph Ducros' house to receive the declaration he has been ordered to make, and having administered the customary oath, upon being questioned on the foregoing Interrogatorio, he answered:

- A. 1. In a previous declaration he has set forth with all clearness and truth the share that should come to Mamiel Goven (Mademoiselle, or Miss Maria Gauvain) from the judicial sale executed before Leonardo Mazange, late Escribano, from the estate left by her father, Mr. Goven (Juan Bautista Gauvain).
- A. 2. He remitted what he has stipulated in his aforesaid declaration.
- A. 3. To the third question he also refers to his said declaration.
- A. 4. To this in like manner he refers to his declaration.

Certified copy of a Receipt.

The next entry is a certified copy of a receipt, dated January 8, 1782, to the effect that before the undersigned Notary and witnesses, appeared Regidor-Receiver General of this Province, Joseph Ducros, who says he has received 1411 pesos from Francisco Cheval which the latter has paid to him as Curator ad bono to Maria Gauvain by act drawn up before the present Escribano, dated November 21, 1781. This sum is hereby acknowledged, and because delivery is not made now, he renounces the exception of non numerata pecunia and grants a receipt in due form in favor of the said Francisco Cheval. He cancels and annuls the said obligation and consents to have this acknowledgement annotated in the margin of it. Thus he executes and signs, in the presence of Phelipe Guinault, Luis Lioteau and Pedro Bertonière, before Notary Leonardo Mazange.

The plaintiff asks to present the above receipt.

Antonio Luis Blanc says this cause has been received for trial, therefore to prove his claim he presents a receipt signed by Joseph Ducros, in favor of Francisco Cheval, for funds that should belong to his wife, Luisa Gauvain. He prays to file this receipt with his proofs. The Court, on the Assessor's advice, rules accordingly.

Act of Sale with Mortgage.

This Act of Sale reads, in part: That Joseph Ducros, Curator ad bono, holding the power of attorney, never revoked, of Maria Gauvain, absent in France, daughter of the late Juan Bautista Gauvain, which is sufficient for what will be included in this deed, together with Juana Cheval, widow of the abovenamed, declared that Mr. Gauvain left some real estate and movables, all in bad condition, as well as slaves, and that she, Juana Cheval, because of her advanced age cannot control them at their work, thus causing them to give themselves over to various vices. Therefore they have determined to dispose of them and to deliver the proceeds to whomsoever the money belongs by right. They know they are acting for the best in this case, and they now sell to Pedro Deverges, Junior Alcalde of this city, a mulatto, belonging to the Gauvain estate, named Juan, a carter, aged twenty-six, healthy and without blemish free of all liens and mortgages as the present Escribano, Annotator, certifies after consulting the books in his charge. This sale is made for 327 pesos that the purchaser must pay Joseph Ducros within one year, counted from this day, by virtue of which they desist from all claim they have upon the said mulatto and cede, relinquish and transfer to the purchaser all rights to ownership they had, and henceforth Mr. Deverges may exchange, sell and alienate at his will, in accordance with this written act granted in his favor in sign of real delivery, wherein it will be seen that he has acquired possession without the necessity of other proofs of which he is relieved. They obli-



gate themselves to the eviction, security and guarantee of this sale with the present and future property of the said succession. Joseph Chalon (Pedro Deverges?) and Francisco Cheval being here present at the drawing up of this act, the first as principal and the second as bondsman, together and in common, speaking each one for himself and for both jointly, obligate themselves to pay Joseph Ducros, or whoever has the right to represent him, within one year, counted from today, the said 327 pesos in full, without a law suit, or costs for collection, inserting here the guarantee clause, in testimony whereof this act is dated in New Orleans, March 12, 1780. The constituents, known to the Escribano, signed with the exception of Juana Cheval who said she could not write because her hand trembled. At her request one of the witnesses signed for her, who were Francisco Blache, Francisco Vigion (Bijon), Alexandro Reboul and Francisco Cheval, residents of this city, here present. Also signing were Joseph Ducros and (Juana) Cheval per Bijon, before Notary Leonardo Mazange.

Certified copy of the Act of Resale.

By Notarial Act Pedro Deverges declares he has a slave called Little John in his possession, bought from Joseph Ducros, Guardian of the property of Maria Gauvain, absent in France, and (Juana) Cheval, Widow Gauvain. This mulatto was acquired by written act of sale, with special mortgage, drawn up before the present Escribano on March 12, 1780, and whereas he, the purchaser, has not been able to satisfy the full amount of the price agreed upon, he has arranged with Joseph Ducros to sell the slave back to him in the best form of law. This slave still remains free of all liens and mortgages, as the present Notary will testify, upon consulting his books, for the same price, 327 pesos. In virtue of which he desists from all claim to ownership and possession that he may have had in John and cedes, relinquishes and transfers him to the vendee so that he may possess him as his own, and exchange, sell, or alienate him as before, in virtue of this act of sale on reversion, in his favor, executed in sign of real delivery, wherein he may be seen to have acquired possession of the slave he held before, without the need of other proofs of which he is relieved. The vendor obligates himself to the eviction, security and guarantee of this act in due form of law. Joseph Ducros, here present, accepts this resale and takes back the mulatto, whom he acknowledges to have received to his entire satisfaction. This act is drawn up on November 27, 1781. The witnesses signing are Phelipe Guinault, Luis Lioteau and Pedro Bertonière, together with the interested parties, Pierre Deverges and Joseph Ducros.

The plaintiff asks to file the copies of these two acts of sale.

Antonio Luis Blanc requests permission to file a copy of the act of sale for Juan, a carter, belonging to his wife's estate, made by Joseph Ducros in favor of Pedro

Deverges, together with the sale on reversion of the slave by Deverges to Ducros. He prays to have these exhibits placed with his proofs. Governor Miro, on Assessor Postigo's advice, rules: As it is prayed.

Mr. Blanc asks for an extension of time.

On April 20, 1784, the plaintiff prays for an additional ten days to complete his proofs, which is granted.

Act of Sale with Mortgage.

The next entry is a certified copy of an act of sale with mortgage, by which Joseph Ducros, acting for Maria Gauvain and Juana Cheval, widow by her second marriage, of Juan B. Gauvain, set forth that some property remained at the death of the abovesaid, and this they have determined to sell so as to deliver its product to whomever it rightfully belongs. Therefore by these presents they vend to Joseph Chalon, a negro belonging to the Gauvain succession, named Juan Bautista, aged 49 years, healthy and without defects and free of all lien and mortgage, as the present Notary, Annotator, certifies, after consulting the books in his charge, for 291 pesos which he agrees to pay Joseph Ducros within one year, counted from this day, and for which he must give bond. Francisco Cheval and Joseph Chalon are here present at the drawing up of this act, and the first as bondsman and the second as principal, acting together obligate themselves to pay Joseph Ducros, or whoever will represent him, within one year, counted from today. Joseph Chalon acknowledges to have received the negro and mortgages him for the sum of his purchase price, with the understanding that he can not be alienated. This act is dated March 12, 1780. The constituents signed, with the exception of Juana Cheval who said she could not do so because her hand trembled. At her request one of the witnesses signed for her. These were Francisco Cheval, Francisco Blache, Francisco Vigion (Bijon), Adrian de la Place, here present, together with the constituents, Joseph Ducros, (Juana) Cheval and Joseph Chalon.

A Receipt.

In the city of New Orleans, on November 21, 1781, before the undersigned Notary and witnesses, appeared Joseph Ducros, who acknowledges to have received 1120 pesos from Joseph Chalon, due according to written act drawn up on March 12, 1780, and because delivery is not made now he renounces the exception of non numerata pecunia and draws up a formal receipt for the abovesaid amount. He annuls and cancels the obligation contained in the said act and raises the mortgage mentioned therein, and consents that this payment made be annotated in the margin of the original act of sale, and in testimony whereof he signed, the witnesses being Luis Lioteau, Francisco Broutin, Pedro Bertonière, residents of this city, together with Joseph Ducros, before Leonardo Mazange.



The plaintiff petitions to present the certified copy of the sale of a negro, Juan Bautista, belonging to his wife's estate, made by Joseph Ducros to Joseph Chalon, together with the receipt which accompanies it, also drawn up by the defendant. He prays to file these documents with his proofs. Governor Miro rules: As it is prayed.

The next entry is an interrogatorio to be put to Francisco Cheval, whose answers the plaintiff claims will be of value to him.

- Q. 1. Is it not true that on January 8, 1782, he paid Joseph Ducros the sum of 1411 pesos, an amount due according to written acts executed before Leonardo Mazange, November 21 and 27, 1780?
- Q. 2. From the sale of what did this sum proceed, that he paid to Mr. Ducros, what value has he received for this said amount, and in what money did he pay it?

Mr. Blanc presents this interrogatorio and prays to have Francisco Cheval answer these questions under oath, and done to file his declaration with his proofs. Governor Miro, on Assessor Postigo's advice, decrees: Let Mr. Cheval swear and declare to the contents of the interrogatorio presented, as requested, the taking of the answers to be entrusted to the Escribano, and done file them with Mr. Blanc's proofs.

Francisco Cheval answers, under oath:

- A. 1. This question is true in all its contents.
- A. 2. He paid Joseph Ducros the sum mentioned in the first question, which proceeded from the sale of a house and a negro, named Batista, sold at public auction and adjudicated to Mr. Chalon from the property left by Mr. Gauvain. Mr. Chalon transferred the said house and negro to him for the same price at which he had acquired them, therefore he made payment to Joseph Ducros.

Marriage Contract between Juan Bautista Gauvain and Louise Souland.

The next document on file is a certified copy of the Marriage Contract drawn up between Jean Baptiste Gauvain and Louise Souland. It reads, in part: That there personally appeared Jean Baptiste Gauvain, innkeeper at New Orleans, son of Pierre Gauvain and Antoinette Le Blanc, native of Poitier, Parish of St. Dedier, widower of Susanne called St. Helenne, for one part, and Louise Souland, widow of Bertrand Jaffre de la Liberte, for the other.

These parties of their own free will and consent and on the advice of their friends, for want of relatives, have agreed to draw up a contract of marriage, as follows: Friends, because there are no relations, for Mr. Gauvain, are Louis Tixerrant, Major of Militia, and Louis Baure, a resident of Illinois, at present in this city; and for Widow Jaffre, Francisco Joham, an employee, Pierre La Bat, merchant of this city, and Louis Giscaut called Benoit, friends acting in place of her family.

These parties promise to marry, before the Catholic Church, when one will ask it of the other. All debts contracted by them prior to the marriage must be paid by the one responsible for same. The future husband and wife will hold as one and in common all movable and immovable property, payments and acquisitions obtained during their married life, according to the Custom of Paris, under which this contract is executed, renouncing all others to the contrary. The two parties take with them to the community their successive rights, personal and landed property, had, or to be had. Those of the future wife now consist of the one-half of what is mentioned in the inventory made after the death of her late husband, Bertrand Jaffre, a third of this will be entered in the said community and the other two-thirds will remain her own, for any children that may be born to her. The future wife says she has no children, and the future husband declares he has two.

Juan B. Gauvain gives to Louise Souland the sum of 2000 livres as an appointed dowry, and in case that this dowry may have place, the capital of which will also remain for the children to be born of this union. It is agreed that the reference legacy will be for the sum of 1000 livres, that the survivor will take by preference, from the movable property of the community, according to the inventory, without increase, or in ready cash at his, or her, choice.

The future wife, and those of her line and stock, will be allowed to accept, or renounce, the said community, and if she should do this, she may take back frankly and freely all she will have brought as her marriage portion, as well as what may be due her, or may have come to her, either by succession, donation, or otherwise, free and discharged of all debts and general mortgages whatsoever, although she might have been obligated, or condemned to assume them. Such claims must be paid by the movable property of the said community, and if this is not sufficient then the possessions of the future husband will be responsible. And for the good and sincere friendship that Widow Bertrand bears for Mr. Gauvain and to give him a mark of it, she has agreed that in case she died first, he will enjoy, during his life, under juratory security, all the movable and immovable property that either one has brought to the community, but that she will have the use of her own while she lives, and after the death



of both parties her share will go to her nearest heirs, as well as the one-half of any property acquired during their married life, according to inventories which must be attached to the minutes of these presents. And for the validity of this donation the parties have also agreed to have it recorded in the Archives of the Superior Council and all other places where suitable. For this purpose they constitute as their attorney the bearer of same, to whom they give the power to do whatever will be necessary, because they have promised and obligated themselves, etc. Done and executed in New Orleans, July 1, 1740, in the presence of Mr. Marin Le Normand and Antoine Jean Nicolas Judice, residents, here present. The future wife declares she does not know how to write. (Signed): Gauvain; J. Joham; Tixerrant; La Bat; Le Normand; La Bat; Bore; Judice; Benoit.

Today, July 2, 1740, there appeared in this office Jean B. Gauvain and Louise Soulard, widow of Bertrand Jaffre de la Liberte, who, in the presence of their friends, named in the above contract, after reflecting upon the donation the said Louise Soulard has made in the said contract, have declared to us that she does not wish it carried into effect until after Mr. Gauvain's and her own deaths, and that she intends that her estate should go to Marie Joseph Gauvain and Marie Gauvain, minor daughters of the said Mr. Gauvain and the late Miss Ste. Helenne, his first wife. It is not her intention to have her relatives cause any disturbance whatsoever, and it is her wish that after her death and their father's, his children will enjoy the estate, as belonging to them, without being obliged to give bond. She further declares that the property she owns in this colony, she has earned herself and is under no obligations to any of her relatives, from whom she has never received help, nor has she ever come into either paternal or maternal inheritances, or had assistance from anyone. She intends to have this donation exist for the benefit of the contracting parties, as has been agreed upon, and that these presents be recorded for the validity of same, hereby annulling the one she made yesterday in favor of her relatives. Done and executed in New Orleans, the said day, month and year, in the presence of witnesses. Widow Bertrand Jaffre de la Liberte said she did not know how to write. After reading this act the said witnesses and contracting party signed, who were: Gauvain Tixerrant; Joham; Labat; Judice; Bore; Benoit; Le Normand; Henri, Notary.

The above donation having been read in a loud, clear voice, during the session, and the conclusions of the Procurator General of the King having been considered, the Council ordered the donation recorded in the register kept in the Archives of the said Council, to be executed according to its form and tenor, which was done at this moment, on page 144 of the said register, by the Clerk of the said Council. September 3, 1740. Henri, Clerk.

Whereas: In the name of the King, I demand that this contract of marriage be read and proclaimed in the session of today, registered in the Archives and entered in the index, so that it may be executed according to its form and tenor. New Orleans, September 3, 1740. (Signed) Fleuriau.

[**Translator's Note:** There is no entry of this Marriage Contract and donation in the French Archives, but several other items with bearing on this case may be noted. See *Louisiana Historical Quarterly*, X (1927), 271, March 12, 1740, Succession of Bertram Jaffre alias La Liberte, and on page 272, March 21, Inventory of the Jaffre estate; X (1927), 412, May 11, 1740, Inventory and appraisement of the Jaffre Plantation, and on May 16, although Mr. Jaffre has been dead just a few days over two months, the following item is found: "J. B. Gauvain, innkeeper, was much surprised to hear that the banns were out between Louis Cheval and Louise Souland, widow of Jaffre, alias La Liberté, Madame Jaffre has assured J. B. G., in the presence of witnesses, that it was her intention to wed him in preference to every other choice, nay more, Madame returned Sieur Cheval's ring and accepted a ring and other little gifts from J. B. G., who means to sue Cheval unless the latter desists from his present course." On page 422, July 8th and 20th, are recorded the payment of two legacies left to the poor by Mr. Jaffre. The entry on page 423, August 2nd, which is an agreement on fees to be paid to the auctioneer for the sale of the Jaffre property, shows the widow to be the wife of J. B. Gauvain. August 7th and 16th, the sale of the Jaffre plantation, slaves, and town property, etc., later adjudicated to Mr. Gauvain. August 24th, Forced emancipation of slaves, the widow objects to carrying out her first husband's will regarding the freeing of two slaves. On September 11th, the Jaffre estate is adjudicated to Mr. Gauvain. September 22nd is a record of the accounting and distribution of the Jaffre estate. On November 5th Mr. Gauvain is charged with the murder of Charles Chaquin Dessarts, or Des Essarts. November 7th and 8th deals with the same case. On November 11th the sheriff searches for Mr. Gauvain, but fails to find him. December 3rd shows Mr. Jahan in charge of Mr. Gauvain's property, who is still absent from the city, having apparently fled after killing Mr. Des Essarts. X (1927), 569, February 8, 1741, Confrontation of the witnesses in the Gauvain murder trial, and on April 19, 1741, the judgment in the Gauvain murder case. XI (1928), 141, October 13, 1741, Petition of Jahan, Mrs. Gauvain's agent, to recover a debt growing out of the annulment of La Liberte's note, shows that Mr. Gauvain is still absent. XI (1928), 494, April 26, 1743, suit for debt, J. B. Gauvain, husband of La Liberte, claims 63 livres, etc. The fugitive from justice has evidently returned. Nothing is found in the index to show why the sentence rendered on April 19,



1741, was never carried out, namely; "Capital sentence by hanging in effigy," changed by the Council to "until death ensues," after Gauvain disappeared.—L. L. P.]

Account and Receipt of Miss Gauvain, tiste Gauvain, in the name of and as widower of Suzanne de Ste. Helaine, to Miss Marie Joseph Gauvain, daughter of the above-said, claiming her rights in the community property of her late mother, according to inventory made July 1, 1740, as follows:

Receipt, first heading, for an ordinary lot of ground Mr. Gauvain renders an account of 1000 livres for value of same ceded to him and afterwards claimed by Mr. Harmont of Mobile, to whom the said lot belongs. He was condemned by the Council to make restitution of it, which he did. Therefore this article is placed here for form, only, to follow the order of the inventory, and will be taken up again in its proper place.

Entered here the sum of.....1000: L. S. D.

Second heading, for furniture and slaves, account is rendered for 3778 livres, 10 sols, by estimate of these said movables carried in the said inventory ..... 3778: 10 S

Nine hundred and forty-four livres, 12 sols, 6 deniers for the product of the said furniture.... 944: 12:6

Third and last heading, for active debts, Mr. Gauvain renders a receipt for 10,809 livres, 13 sols, 9 deniers for what was due the community by different persons. These parties have not paid anything, some are absent, others have died, or are insolvent, according to their notes and memoranda that will be credited to Mr. Gauvain as not having been paid and placed here in this entry in full for the said amount..... 10809: 13:9  
16532: 16:3

Debit, first and last heading, because of the passive debts, Mr. Gauvain enters 6843 livres, 10 sols, the amount the community owes which he has paid according to inventory..... 6843: 11:

Credit, first heading, for a lot of ground, Mr. Gauvain will be credited with the sum of 1000 livres, the value of the said lot mentioned under the first heading of receipts in the present account ..... 1000

Second and last heading, Credit for the active debts not paid, Mr. Gauvain will be credited with the sum of 1472 livres, 3 sols, 11 deniers for what remains due this community from Mr. Calimache and that Mr. Gauvain has received 5000 livres only of the original debt.....

1472: 3:11

Mr. Vincent de Grand Maison owes 526: 9: 9 as a part of his note, entered here.....

526: 9: 9

396 livres, 18 sols, due from different persons, according to their notes, memoranda, or bills, entered here, which Mr. Gauvain has never been able to collect because of the absence or insolvency of the debtors.....

396: 18:

Totals of the credit.....

3395: 11

Recapitulation of the receipts.....

16532: 16: 3

The Debit .....

6843: 11

A remainder of .....

9689 5 3

A credit of.....

3395 11 8

A total of .....

6293 13 7

Therefore the receipts exceed the debit and credit by 6293 livres, 13 sols, 7 deniers, which must be divided between Mr. Gauvain and Marie Joseph Gauvain, his daughter, namely: three-fourths to Mr. Gauvain, as having a half interest in the community and as inheritor of the part that should go to his daughter, Marie Anne, sister of Marie Joseph, who died a minor, the said three-fourths amounting to .....

4720: 5: 3

The part that should go to Miss Gauvain amounts to .....

1573: 8: 4

These two added together amount to.....

6293:13: 7

I certify that the above account is correct, save errors and omission. New Orleans, November 2, 1762. (Signed): Gauvain.

November 24, 1762, at the request of Jean Baptiste Gauvain, I, Marin Pierre Bary, Sheriff of the Superior Council of Louisiana, notified and gave a copy of the foregoing account to Marie Joseph Gauvain, living in New Orleans, in her father's house where she makes her domicile, and told her personally what it contained so that she can not claim ignorance, and I summoned and called upon her to contest the said account if she wished to do so, within the time the law provides, and having spoken to her as above I left a copy of the abovesaid account as well as the present act, to which I certify. (Signed): Bary.



March 8, 1763, before the Notary Royal of the Province of Louisiana, residing in New Orleans, in the presence of the undersigned witnesses, appeared Marie Joseph Gauvain, of age, who, by these presents, acknowledges to have this day received, in our presence, from her father, the sum of 1573 livres, 8 sols, 4 deniers in paper notes of this Colony, for the share that comes to her according to the above account and partition made between her father and herself, save error, or omission, and certified to by the said gentleman the second of last November, and made known to the said lady by Marin Bary, Sheriff, as stated by him in his notification dated the twenty-fourth of the said month, for which sum the said lady acquits her father and promises to discharge him from further obligations against all concerned. She acknowledges herself as satisfied, and they wish and intend that this quittance be a stable and durable thing between them, under penalty against the offenders for all expenses, damages and interest. They also consent to have the present homologated in justice so that it may be carried out according to its form and tenor, constituting as their attorney for this purpose, the bearer of these presents, to whom they grant full power to make same. Done and executed in New Orleans the said day, month and year as above, in the presence of Mr. Marin Bary and Antoine Foucher, who after reading, signed with the parties. (Signed): Marie Joseph Gauvain; Bary; Gauvain; Foucher; Broutin, Notary.

Considering the account of partition and quittance made of the community property of Jean Baptiste Gauvain and his first wife, Suzanne St. Helenne, between the said Gauvain and his daughter, Marie Joseph Gauvain, before Notary Broutin, of this Province, in the presence of witnesses, dated the 8th of last March, which account was certified to by the said Gauvain on the 2nd of last November, and duly made known to Miss Gauvain by Mr. Bary the 24th of November, and having heard conclusions of the Attorney General of the King in this matter, the Council homologated and did homologate the said account and quittance so that they may be executed according to their form and tenor. Given in the Assembly Room of the Council at New Orleans, September 7, 1763.

The Council, considering the above account and having heard the conclusions of the Attorney General, homologated and did homologate the account so that it may be executed according to its form and tenor. Given in the Assembly room of the Council, at New Orleans, May 7, 1763. (Signed): Kerlerec; Foucault; Freniere; Chatillon; Huchet de Kernion; Le Sassier; De Launay; Delalande; Chantillou.

Proofs of Joseph Ducros.

This is followed by an entry entitled, Proofs of Mr. Ducros. The next document on file is a Spanish translation of the French records, running from page 129 to page 149.

The defense asks to produce proofs.

Pedro Bertoni re, acting for Marie Gauvain, presents a petition, which reads: By substitution of Procuration in the suit brought by Antonio Blanc, as husband of Luisa Gauvain, her mother's heiress, to claim all the property in Joseph Ducros' keeping, in answer, says this cause has been received for proof, and for the part that he must produce for his client he asks to present her petitions filed on pages 25 and 31 (See *Louisiana Historical Quarterly*, XXII (1939), 593), together with anything else favorable to her. Therefore he prays the Court to rule accordingly and to permit him to attach same to her proofs. Governor Miro, on Assessor Postigo's advice, decrees: When what this party mentions will have been produced, let the matter be filed with her proofs.

The defense offers a second petition.

In a second petition, dated April 23, 1784, Maria Gauvain sets forth that the proofs she must give are filed with the old documents in the French Archives; these papers are very much mixed up, therefore she prays the Court to concede her ten days additional time. Esteban Miro, on Juan del Postigo's advice, rules accordingly.

The defense asks for further time.

On April 28, 1784, Maria Gauvain asks for an additional ten days extension for reasons given above. The Court rules: As it is prayed.

Marie Jeanne Cheval asks to sell a piece of real property.

The next entry, an exhibit, is a certified copy of a petition written in French, made by Marie Jeanne Cheval to the Members of the Superior Council of Louisiana, in which she sets forth that she is a widow, by her first marriage, of Antoine Boucheron, and is at present the wife of Jean Baptiste Gauvain, by whom she is authorized to formulate this request. She further states that during the lifetime of her first husband, they acquired, in community, a lot of ground in this city, at the corner of Bourbon and St. Louis, measuring 60 feet front on Bourbon Street by 120 feet on St. Louis, upon which several small houses were built, that are now falling into ruins, the rental from same being insufficient for repairs and upkeep because they are often vacant. Therefore it is convenient to her welfare and that of Marie Francoise Boucheron, miner daughter of the late Antoine Boucheron and herself, to have the said lot and buildings sold judicially, in the customary way, then turn the proceeds to better account. This is why she prays the Members of the Superior Council to call a family meeting of friends, since there are no relatives, of the said Marie Francoise Boucheron, to give their advice and to deliberate upon the advantages of the said sale, before one of the Members of the Council commis-



sioned for this purpose, in the presence of the Attorney General of the King, who will act as Judge. New Orleans, February 5, 1762. (Signed): Marie Jeanne Cheval Gauvain.

The Council orders the relatives and friends of the minor called to assemble before Mr. Kernion, Counsellor, in the presence of the Procurator, for the purpose requested.

Given in the Assembly Room of the Council, at New Orleans, March 6, 1762. (Signed): Kerlerec; Macarty; Huchet de Kernion; Delalande.

Maria Gauvain asks to present a copy of an Act of Sale.

On April 30, 1784, Maria Gauvain again petitions, this time asking to present a copy of the Act of Sale of some houses belonging to her, made by Juan Bautista Gauvain, which she prays the Court to order filed with her proofs. Governor Miro, on Assessor Postigo's advice, rules: As it is prayed.

Certified Copy of an Act of Sale.

Certified copy of an act of sale which reads, in part: Before Notary Royal of the Province of Louisiana, residing in New Orleans, in the presence of witnesses hereinafter named and undersigned, were present, in person, Jean B. Gauvain, merchant, also living in this city, who, by these presents, acknowledges to have this day sold, ceded and transferred from now and for all time, to Mr. Francois Braquier, merchant and Officer of Militia of this city, here present and accepting as purchaser for himself, his heirs and assigns, a lot of ground, located in this city, forming the corner of Bourbon and Orleans streets, measuring 72 feet front on Bourbon Street by 180 feet, or thereabouts, on Orleans Street, adjoined on one side by the vendor's real property and on the other by that of Mr. Avignon, upon which lot is a house built on a wooden foundation, 57 feet long by 20 feet wide, constructed of bricks between posts, with a brick chimney, covered with boards above and below, doors and windows bound with iron and closed with locks and keys, having galleries 5 feet wide, on two sides, covered with shingles, together with another building of wooden stakes in the ground, a brick chimney and two large brick ovens, covered with bark, an old frame kitchen with two brick chimneys, the said kitchen will be demolished sometime during next March, at the latest, or sooner if possible, as it has been agreed between the parties, considering that a part of it rests upon the vendor's lot; the vendee specifies that he is satisfied because he has seen and examined everything and acknowledges that he has been in possession of the said real property since the 1st of the present month, and in fact to enjoy and dispose of as a thing belonging to him in the same way the vendor enjoyed it because he has acquired the said lot, buildings and others adjoining, by a

decree of the Court, dated September 17, 1740. The said purchaser is satisfied with the present title, only.

This sale, cession, transfer and conveyance is made in accordance with an order of Mr. Rochemore, Commissary General of the Marine, Ordonnateur and First Magistrate in this Province, dated the 25th of last October, and from the bills posted and public calls made by Le Normand, Sheriff, in virtue of the procès-verbal, dated the 2nd of the present month, and all attached to the minutes of these presents, for the sum of 20,000 livres that Mr. Braquier has paid in cash, in our presence in Treasury Notes, current money in this Colony, to the said Mr. Gauvain who acknowledges he has received the purchase price mentioned above and authorizes a receipt for same and promises and obligates himself to leave him in peaceful possession and to defend him against anyone who should try to disturb him, so that Mr. Braquier may remain in full and free possession of the said lot and buildings, to enjoy and dispose of them in all ownership as property belonging to him, the vendor promising to answer for and to indemnify him for and against everyone. And as Mr. Rochemore's abovesaid decree directs that one-half of the price of the present sale be placed in a fund in the name of Manon (Marie Joseph) Gauvain, of which her father will have the usufruct, and the latter to fulfill the foregoing decree without intending, however, to derogate or renounce to anyone his rights and claims, has obligated, affected and mortgaged his house and lot located in this city, forming the corner of Bourbon and St. Ann streets, where he now lives, for the one-half of 20,000 livres, the proceeds from the present sale, for the security and preservation of the rights of Manon Gauvain, if she has any, and for this purpose she now chooses to make her domicile in the said house, where she consents, etc., to all that has been agreed upon among the parties in executing these present. Done and passed in New Orleans, November 18, 1760, in the presence of Antonio Thomassin and Marin Le Normand, witnesses, after reading the above act. (Signed): Gauvain; Braquier; Le Normand; Thomassin; Chantalou, Notary.

On August 2, 1784, Maria Gauvain asks to present a certified copy of a petition made by the late

Maria Juana Cheval to the old Council of this Province, asking for a permit to sell a house, belonging to her, that formed a part of her dowry when she married Mr. Gauvain. Therefore she prays the Court to order the said copy filed with her proofs. Governor Miro, on Assessor Postigo's advice, rules: The certified copy mentioned having been presented, let it be filed with Miss Gauvain's proofs.

[Translator's Note: It is apparent that the petitions of April 30th and August 2nd have been reversed, or else the exhibits



have been entered in the wrong places. The dates of both requests have been filled in at a later date and in much paler ink. The whole record has been badly and carelessly put together.—L. L. P.]

The Defendant asks to have the exhibits presented translated into Spanish. On September 28, 1784, Maria Gauvain sets forth that she has presented several documents written in French, and asks that it may please the Court to have them translated into Spanish and attached to her proofs. Esteban Miro, on Juan del Postigo's advice, decrees: Let a translation be made by Juan Josef Duforest, who must first accept and take oath, in due form.

Translations.  
exhibits.

This is followed by the Spanish translations of the last two French

Maria Gauvain complains that her opponent does not answer. On November 25, 1784, the defendant petitions to say that more than a month has passed since the records of the case were delivered to Mr. Blanc, but up to the present he has not answered, with the sole object of prolonging this case, therefore she accuses him of being in default and prays the Court to place a soldier in his house, with the customary daily pay, until he returns the said records. Esteban Miro, on Juan del Postigo's advice, rules: Let Mr. Blanc answer for the first session of Court.

The Plaintiff presents his argument. On December 1, 1784, the plaintiff presents his argument, which reads as follows: That he, Antonio Luis Blanc, in the name of and as husband of Luisa Gauvain and as empowered by Pedro and Geronimo Gauvain, the three being the sole heirs of their mother, Maria Juana Cheval, lawful wife of Juan Bautista Gauvain, their late father, in a suit prosecuted against Joseph Ducros, who holds the funds belonging to the Cheval succession, without any judicial formality whatsoever. The records of the case have been delivered to the petitioner to allege his cause as well proven. Therefore may it please the Court to exclude Joseph Ducros' unjust and erroneous pretensions, and condemn him to pay all costs of this instance as well as whatever may result from the decrees and law in general, that may be favorable to him, for the following reasons.

The dowry of Maria Juana Cheval, mother of his clients, amounted to 2966 pesos, 6 reales, as has been duly proven by the documents filed in this proceeding. First, there is the Marriage Contract, at the end of which the value of the property she brought to the community is specified. This is filed on page 72. (Not in either records of this suit.) Secondly, the will of the late Juan Bautista Gauvain, her husband, under disposition of which he died, see page 42. (Consult the **Louisiana Historical**

**Quarterly, XI (1928), 678.)** These two acts contain all the necessary formalities that the law requires in a case to accredit a legitimate dowry, such as the one he claims for Maria Juana Cheval.

It is incontestable that a dowry must be valid, if established and reckoned in conformity to and in accordance with the formalities prescribed by law concerning dowries, particularly when the property and money are known to exist, as they do in this case wherein he presents the claim of Maria Juana Cheval's heirs, which must in consequence be privileged and preferred since it has been proven by documents given in certified copy, by the Escribano, before whom they executed.

From a complete understanding of these laws, it is known that should a husband alienate his property, the purchaser requests the vendor's wife to renounce the mortgage she holds upon the said property, for greater security, yet, notwithstanding the said renunciation by the wife, should the marriage be dissolved and the husband has no property, her dowry must be paid and will not be obligated in anyway, and she will have the right to take action against any third owner of the said property sold by her husband, unless her renunciation was made under oath, which it was not in this case under discussion.

Doubtless it was according to these wise principles that this cause has already been definitively sentenced in favor of Maria Juana Cheval, as appears from a decree on page 83 and again on page 89, pronounced by Pedro Henrique Derneville, late Alcalde Ordinario of this city, on the advice of Cecilio Odoardo, Auditor of War and Lieutenant Governor of this Province, whereby he declared the suit for the settlement of the succession of Juan B. Gauvain concluded. The estate was ordered to pay the widow the full amount of the property left by her husband, and the children acceded to this decree, specifying that she was without any further responsibility.

After a sentence, like the foregoing, pronounced in conformity to law, passed in authority of a thing adjudged, how can Joseph Ducros suppose that he can produce evidence for the prosecution of a suit, such as he has advanced. Doubtless he failed to pay attention to the fact that in any case a dowry is privileged, and that in this proceeding a definitive sentence had been rendered, from which judgment no appeal was made, otherwise he would not have begun a legal action of this sort, opposed as it is to the physical and natural order of things.

In order that his opponent may know that his own client has been paid her legitimate maternal inheritance by her father, let him note the receipt and quittance on the reverse side of page 134, approved by the former French Council and translated on the reverse side of page 148.



The defendant's claims are clearly without foundation, as has been shown throughout this suit, because he can not prove the existence of an estate belonging to Louise Soular (d), widow of Beltran Jaffre, second wife of the said Mr. Gauvain. All that he has produced for this purpose was the Marriage Contract, in which it is stipulated that the said Louisa Soular's dowry consisted of the one-half of what was entered in the inventory taken at Mr. Jaffre's death, but no copy of this inventory was filed, nor any other document by which the said estate is made apparent. With nothing more than the above statement, his opponent, in his written petition on page 25, prays the Court not to despoil an unhappy woman of her mother's legal dowry. This plea is plainly set forth throughout the process, but, as the plaintiff said before, he was vested with the necessary formalities to make his opposition authentic and consequently incontestable, therefore his demands were conceded and approved by the *aforecited* decree.

It is of little account to say that a person had a certain amount of property; this is not enough; in order that a statement of this kind may have credence it is necessary to prove the existence of the said property, because if by chance the complaint favored him, or he had been the one to make it, he would have said that Maria Juana Cheval had a much larger estate than his opponent claims and affirms as having belonged to Luisa Soulard, which appears to him to have been very little, and since no title to it is forthcoming, nor has the inventory mentioned in the Marriage Contract been presented, it may be doubted whether anything ever really existed that should go to Mr. Ducros's client.

The defendant argues heatedly and lets himself be carried away by his misdirected zeal, when he says in his written petition on page 26, that he sold all of Juan B. Gauvain's property at public auction, after his death, but neither Maria Juana Cheval, nor her heirs, offered the least objections, nor were they even present at the sale, adding that this point is more than sufficient to convince the plaintiff's clients that they have nothing to claim from the said estate. Now the dead are made to speak, they come forth pretending an imaginary partition, with neither a basis nor documents to prove their right to the estate. All he can say of this is that it is an absurdity, considering that the contrary is evident throughout the process, not only from the instruments presented, but from the degrees rendered in his favor, already cited, as well, and the proof of his assertion is that Joseph Ducros acknowledges the same on page 99 and the reverse said of page 109, whereby he obligates himself to deliver the proceeds from the sale of Maria Juana Cheval's property to whomsoever it belongs by law. Then, as he says vaguely they belong to his client, what need has he to stipulate such a clause in the act of sale, as the right to make the clause is annulled. Doubtless he has prevented the mother of the plaintiff's clients from receiving what should go to her, so as to

protect the heirs he represents from loss, as he assumes, without paying attention to, nor remembering a condition of this kind, against which nothing can be said, because neither the heirs, nor their mother, have seen the said clause, nor have they either tacitly, or in any way lent their consent to Joseph Ducros' unfounded pretensions. On the contrary they have remained quiet and in perfect security from the time the judgment was rendered in Mrs. Gauvain's favor by the aforesaid decrees of pages 83 and 89 (missing), in accordance with the legal documents and proofs that have supported his demands in this case, which he reminds the Court should not be further contested by the defendant, considering that it has already been definitively sentenced and against which judgment none of the parties have offered any opposition, nor have they appealed, therefore what he claims in his own favor, by positive right, must be considered as passed in the authority of a thing adjudged.

With regard to the rest of what his opponent alleges, in his aforesaid written petition (since he has not produced any proof capable of having any effect), wherein he states that everything was consumed belonging to the third community, or had been sold by his clients' mother. These are futile and false reasons, given with the intention to hamper a very clear case, and inasmuch as the present one has already been decided and both law and justice support his claim, his opponent has no further recourse.

Finally, he repeats, Maria Juana Cheval's dowry of 2966 pesos, 6 reales, has been well and duly proven throughout the entire proceeding and confirmed and ratified by Juan B. Gauvain's will, against which no objections can now be made, since the Court has considered her claim and recognized it as lawful and privileged, by decree rendered on page 83; yet, notwithstanding this said decree, according to the defendant's petition, the testator's children have no inheritance because there was not enough to complete their mother's dowry, failing to note that pursuant to a request previously made, the estate was to remain hers without the necessity of an act of adjudication, or that in virtue of the decree on page 89 the suit for the settlement of the Juan B. Gauvain succession was concluded and by this final sentence the estate was ordered to pay the widow the full amount of the property inventoried, to which the children agreed. She was then declared without further responsibility, in conformity to the decree on page 43, adjudicating the said estate. Then how can his opponent imagine, that if necessary, he can annul, by a word, a wise judgment well established and supported by law, after it has been rendered, in order to obtain a benefit for his client. Everything already said must convince the Court of Mr. Ducros' unfounded claims. First, there is the legitimacy of the dowry proven by law throughout the proceedings; and, secondly, the cause has been definitively settled by the aforesaid decree, against



which none of the interested parties have ever petitioned, or appealed. On the contrary, since having been notified of it all of the said parties have given real and tacit consent and obedience to it, therefore it is passed in authority of a thing adjudged.

The law concedes him the right to bring suit against Joseph Ducros because he has taken possession of the property left by Mr. Gauvain, adjudicated to his clients' mother, without the participation, or customary consent, of the legitimate heirs, or any judicial formalities to this effect. The defendant, in his aforesaid petition, acknowledges that he sold the estate but that the heirs took no part in it, nor were they even present, a proceeding totally opposed to the wise laws of the Province, thereby making himself responsible to the said heirs for whatever may result, or that may be presumed favorable to his claims, but as this is only an interlocutory decree and an additional one to the main suit, it has left his opponent defenceless for what may occur in due time in favor of the petitioner's rights.

Mr. Blanc hopes that discussing each other's arguments will enable his opponent to see clearly the justice of the Chival claim and the unfounded pretensions of his own, instituted against right and reason and wholly contrary to law and without regard to the aforesaid decree passed in authority of a thing adjudged.

In consequence whereof and attentive to all that he has set forth, may it please the Court to exclude Joseph Ducros' unfounded pretensions and to condemn him to deliver, at once, under formal receipt, the 1766 pesos, 3 reales, realized from the sale of the property already mentioned, adjudicated to Maria Juana Cheval, and to the payment of the costs of all proceedings. Governor Miro, on Assessor Postigo's advice, orders the above argument sent to the defendant.

Maria Gauvain answers.

Maria Gauvain answers, stating that in strict terms of justice may it please the Court to disregard her opponent's unfounded pretensions and to condemn him to perpetual silence and to the payment of all costs of this case, because he is the aggressor. According to the records the following points result in her favor:

Firstly, it is well known that her opponents' suit has been badly conducted, not only because of the limited defense they have made in their written petition of allegation and everything else appearing in the process, but also on account of the erroneous manner with which they have argued. It never was her intention to contest the rights and privileges, nor the legitimacy of Mrs. Cheval-Gauvain's dowry which they claim today, but she does object to their imaginary pretensions, wishing to make her estate responsible for it. Doubtless they have not stopped to consider that their late mother, during her life, sold the community inter-

est she held in Mr. Gauvain's property and drew out what she brought as her marriage portion. This may be proven from the document translated on page 166 of this suit, because if they had examined the subject attentively, had consulted persons versed in such matters, or had observed that when the public sale was held of the property left at their father's death, it was with their mother's consent, by her, and without opposition from them, nor did they take action against it. She can not imagine why they should have instituted proceedings of this kind which can be nothing less than prejudicial, therefore for these just reasons and because they have not proven their right, she declares them the aggressors which she makes patent to the Court so that it may know how little foundation they have for their suit and the objections they offer.

It is useless, or better to say it would weary the attention of the Court to contest the plaintiffs' petition point by point, which has in no way proven the existence of their late mother's dowry, of what it consisted, nor can they give assurance that what was sold at public auction had ever been hers, but that on the contrary it was what Maria Luisa Soulard, widow of Bertrand Jaffre, their late father's second wife, brought to her second marriage with him and to which she declared the petitioner heiress, as may be proven from the donation made to her at the end of the Gauvain-Soulard Marriage Contract, translated on page 140, and further proven by the mortgage drawn up in her favor by their late father, on a house he caused to be sold at her requisition, in accordance with a decree of Mr. Rochemore, Commissary General and First Judge in this Province, as the document presented on page 158 and translated on the reverse side of page 167 of these proceedings will corroborate, which formally and entirely establishes her ownership to the real property their father enjoyed and to which ipso facto she became owner at the moment of his death, and that the said decree and mortgage also included the appraised value.

Furthermore, she wishes to show the Court that her opponents' mother has not, and never did have any claim upon the property sold at public auction at her request. To acquaint the Court with what took place, she will explain that in virtue of her procuration granted to Joseph Ducros, executed before Leonardo Mazange, who was then Notary Public of the Government, the late Mrs. Cheval-Gauvain was notified that the proceeds from the sale would be collected by Regidor Ducros without the necessity of any legal formality, for all of this, considering Mrs. Gauvain's illness, she requested her brother, Francisco Cheval, uncle of the plaintiffs to manifest the property for sale and to represent her at the auction, which he did, and as such he signed the written act and in consequence thereof it was executed. Therefore the plaintiffs can not plead ignorance, since it is well and publicly known that they were the ones to deliver the property to their



uncle for purposes set forth, and now they claim it after letting a period of three years elapse before taking action, when a proceeding of this kind, in due and proper form, should be instituted within one year. In such a case, it is not her property that should be held responsible for Mrs. Gauvain's dowry, because she had already sold what belonged to her, of her own free will, and had consumed the proceeds during her married life, as she, the defendant, has proven.

Notwithstanding all of the abovesaid, supposing that her property could be held responsible for the late Mrs. Gauvain's dowry and that in consequence thereof her heirs have based their claim to institute proceedings today to establish it, she questions what right the descedent, or her children, had to be present at the time she requested to hold the sale, in accordance with her procuration, when they had not offered any opposition or at least did not put in a just claim for what they say belongs to them. They can not be ignorant of the decree of adjudication on page 89 (missing), that the law limits the time for instituting proceedings in such cases, and that not having taken action within the period fixed by law they have deprived themselves of their right to bring suit and that the possessors to whom the sale of the property has been made must be left in free and peaceful possession of it, as she should be, not only through the force of these lawful reasons, but also in virtue of the legal documents which give value to the justice of her defense.

However, from the above circumstances, her opponents must not ignore the fact that it is an incontestible point of law that it is the plaintiff who must prove his exceptions and destroy, if he has sufficient material, those of the defendant. They have not fulfilled these requirements. On the contrary, they have convicted themselves, not only by their frivolous arguments, but also with the several certified copies, running from page 98 to page 109, which they have presented as a part of their proof. All go to show, very clearly, that the public sale made at her requisition was with the proper consent and acquiescence of their mother, who probably knew very well that the property, in spite of the adjudication made of it to her, did not belong to her. It is not necessary to be either a legist, or a lawyer, to know that property belonging to one legally, cannot be sold to pay another's debts, much less because of having been constituted someone's bondsman, or for granting a special mortgage such as her father had drawn up, in her favor, on the real property sold, since it was legally hers, as the document on page 167, previously cited, proves.

There is, besides, what comes to be a great volume of words in her opponents' petition, which are not confined to the point treated in this process, because as she has already said, it is not for her to restore, or to contest the legality of their mother's dowry, but

to prove that her property must not be held responsible for it, as she has effectually shown. Moreover, she wonders why they persist in supporting this chimerical proposition when, in their written petition on page 29, they explain, very clearly, that they do not claim any of the property of Maria Luisa Soulard, widow of Bertrand Jaffre, their father's second wife, but their own mother's dowry, whose truthful acknowledgment is more than sufficient to condemn them and to assure her of the peaceful possession of her property. The petitioner has proven that what was sold at her requisition came to her from the aforementioned donee and that the plaintiffs have not in any way proven the existence of what should belong to their mother, as it is necessary for them to do. Instead of employing the time to say she speaks with passion, to quote their petition, they should note that the contrary is well proven and that it is their possessive natures which has induced them to institute this litigation, without knowing the nature of their rights and under this conception, with little reflection, they have poured out words, probably thinking these futile reasons would be sufficient to formulate their pretensions, however, she, confident of the legality of her titles, can do nothing less than hope for justice from the Court.

Finally, to make her right clearer and to lay before the Court the legality of her claim, notwithstanding it has already been proven from the proceedings appraising it, she will say that the plaintiffs' mother was never ignorant of the fact that the property their father possessed when he contracted marriage with her, was not his, because had it been otherwise, she missed the most essential point for the preservation of her own dower rights, when she did not oppose the special mortgage granted by Mr. Gauvain for the security of the petitioner's interests. Therefore she prays the Court to sentence definitively, according to and in conformity to what she has requested at the beginning of this written request. Governor Miro, on Assessor Postigo's advice, rules: Let the above petition be sent to the plaintiffs.

The Defendant asks to have the records of the case sent to the Auditor.

Maria Gauvain petitions to say that, although the opposition has been notified and was given a copy of her last written request, they did not obey the said notification, nor did they present themselves at the Escribano's office to be made acquainted with its contents. Therefore she prays the Court to order the records of the case sent to the office of the Auditor of War and Assessor General of this Province, so that upon seeing them he may render a definitive sentence. Esteban Miro, on Juan del Postigo's advice, receives this petition and on February 23, 1785, the same two officials issue another ruling which reads: Whereas, cite the parties for the definitive sentence.



*The Definitive Sentence.*

In the city of New Orleans, on April 8, 1785, Señor Don Esteban Miro, Colonel of the Fixed Regiment of this Place and Governor ad interim here, having seen these records, said: That from the 1766 pesos remaining at the death of Maria Gauvain, widow of Juan Bautista Gauvain, he must adjudicate and does adjudicate to Maria Gauvain the 1111 pesos, proceeds from the donation of Luisa Soulard, widow of Beltran Jaffre, willed to the aforementioned Maria Gauvain and her sister, by written document drawn up before Enri (Henri), Notary Public, July 2, 1740; this donation consisted of a house which was sold at the death of (Mrs. Soulard) Gauvain, and for the security of same, by order of Mr. Rochemore, a mortgage of 10,000 livres remained. This sum is equal to 1000 pesos, the full amount of the one-half at which the house, situated on Bourbon and Orleans streets, was sold by written act executed before Chantalou on November 18, 1760, and that 650 pesos, 3 reales, be adjudicated to Maria (Cheval) Gauvain's heirs, the proceeds from the estate remaining at her death, sold at public auction. He condemns the parties to pay costs. For this is his sentence, definitively judged; thus he has decreed, ordered and signed. (Signed): Esteban Miro; Licenciado, Postigo.

*Certification of the above sentence.*

The foregoing sentence was given and pronounced by Señor Don Esteban Miro, Colonel of the Fixed Regiment of this Place and Governor ad interim here, who signed with his Assessor on April 9, 1785. The witnesses were Antonio Mendez, Francisco Carcassee and Manuel Monroy, here present.

*The Plaintiff asks to have his Attorney's fees adjusted.*

On April 11, 1785, Antonio Luis Blanc, in the name of and as husband of Luisa Gauvain and empowered by Pedro and Geronimo Gauvain in the suit brought against Joseph Ducros, petitions to say that the person who acted as his attorney, in the prosecution of this cause, had much work to do drawing up his written argument to allege as well proven, filed on page 172, and it is only right that he be paid in conformity to justice. Therefore may it please His Lordship to order the public taxer to adjust the fees for his labors in the execution of the said instrument. Governor Miro, on Assessor Postigo's advice, rules: Since the adjustment has already been made, what is requested regarding taxation of costs is denied.

*Taxation of Costs.*

Costs are taxed by Luis Lio-teaud on April 12, 1785, at 122 pesos, 4 reales.

April 15.

**Proceedings brought by Pedro Surget to examine the property of the deceased Griemard, with whom he had formed a partnership.**

No. 3290. 5 pp.

Court of Alcalde Francisco Maria de Reggio.

No Assessor.

Escribano, Fernando Rodriguez.

The only interesting feature in this case is the detailed list of instructions drawn up for the guidance of the master of a vessel in navigating his ship and in handling the business transactions relating to the venture in which he is engaged.

The first entry is a French document entitled: Orders and instructions for Pierre Surget, Captain of the Brigantine, St. Jacques, sent to Louisiana with a consignment of cargo.

You must judge of the great confidence we place in you, when after the misfortune which has befallen you and the loss we have sustained in our actual transactions, we still have faith in you. This trust will surely be a further motive to incite your activity, care and economy for the good of our enterprise, and although you may not have sufficient funds at hand to furnish your share of the freight for shipment to Louisiana, we have chosen you to act for us and cede you a fourth interest in the ship and its cargo and a like interest in the packet-boat, the Saint Antonio, now in this roadstead, which we will send out to you before long. For this interest which we give you in advance, we

will credit to your account under the conditions hereinafter set forth, pursuant to which here are our orders and instructions, and we pray you to conform to them.

#### Article 1

You will leave tomorrow from our roadstead, if the weather permits, to begin your voyage to Louisiana, and as you will sail by the lower coast, when you round the Saint Nicolas pier, you must draw up a procès-verbal, signed by your Second, that the winds have blown from the levant, or southeast, that you have been forced to sail with winds astern, that contrary winds and currents having hampered you, so that you were forced to change your course to Louisiana. You must not fail to send this procès-verbal by return ship.

#### 2

You must not go near the Island of Cuba, that is the least that can be done, to avoid all intercourse and points of refuge in foreign countries on any pretext whatsoever.

#### 3

If anything unforeseen should happen to you en route, if you lose any negroes accidentally, and, finally, if any damage



is done, in the river, such as losing an anchor, etc., you must not fail to write it down in the procès-verbal which you will send to us by return ship, and you must also mention the facts in the declaration you will make in the Greffier's Office, etc., so that we may have recourse against the underwriters.

4

Once in the river we leave you master to act as you judge fit for the good of our interests, and we simply remind you to make the best sale possible whether in piastres, roebuck pelts, tobacco, or for labor, so that the ship may remain in the river for only a short time.

5

We shall send you our packet-boat, the St. Antoine, within fifteen days, with a small cargo of 25 to 30,000 livres, under Captain Larrigui's command, and he will have orders to transfer it to you in conformity to all of our orders which you will have to give him. If some of the merchandise of your cargo remains unsold, place it on board of the packet-boat sent by us, following the brigantine under the command of the said Larrigui, on giving him a competent Second, you will then make every effort to send us the packet-boat as promptly as possible. It might be well to name Mr. Gautrot Second, or Captain, as you may judge fit in arranging for this voyage.

6

It is our intention to have you remain in Louisiana to attend to the various consignments we will ship to you by these two boats successively, or by other packets we may buy, so it is essential that you have a cargo of wood always ready for them to take to us as promptly as possible, with the accounts you must render of their merchandise and whatever you will have sent back by the last vessel. Punctual shipments make the voyages profitable. Our boats must not remain in the roadstead of Cap, or New Orleans, more than 15 days. If you carry out our plans, we hope, in less than two years, to be in position, and you too, to enjoy the fruit of our labors. It is for this period of two years that we fix for your return to Cap, to render us your general account. However, if before this time, for reasons of interest, convenience, or any other, we should judge proper to recall you, you must return and present yourself before us, by the ship which will convey the notice to you. If your health, or your personal affairs, require you to return before the time fixed, you will be the master, upon advising us, in advance, so that we may make arrangements for the continuance of our business.

## 7

To compensate you for your trouble and care we give you a one-fourth interest and a share in all the shipments we will make to you, in the ships named above, or by others, should we purchase any, and in the hull of the ships; in consideration of which you must not take any commission on the sales, or on the return cargo. You will not be paid any salary during your stay in Louisiana. It will be held for your account, in a lump sum, which will be paid to you for the full time you have filled your position and for all expenses relative to your shipments.

## 8

You must be careful to send us, by each ship, an account of the sales you have made, the charges you have had to pay, the invoices and bills of lading for these shipments which you must always send in duplicate and advise us, in advance, when you will have the opportunity, of the amounts of your consignments, to be remitted to the underwriters, in which, when we make a settlement, you will have to assume your one-fourth of the insurance. Whatever happens we wish to impress upon you how necessary it is not to run any risk when it can be avoided.

## 9

Roebuck pelts at 30 sols, Natchitoches tobacco at 25 sols, will be a good return at all times. Indigo at 5 livres a pound will always be bad, unless it is from Beaubieu; besides, the price at which you will sell your merchandise, payable in these articles, must cause you to decide what you will pay for them, because when you sell all commodities, it must be for piastres, as this money is the most stable. However, you can send two or three rolls of leaf tobacco at the price fixed above, or even at 26 or 27 sols.

## 10

Do not neglect to make us remittances, when substantial, on all occasions. If a ship is leaving some fifteen days after your arrival, make an effort to send us an account of 1000 piastres.

## 11

If you can sell our packet-boat, the St. Antoine, for 7 or 8 thousand piastres gourdes, we authorize you to do so and to buy another of about 500 tons, which you will send to us with the passport and the rest of the equipment of the packet, but it must be a wooden boat, costing 2000 or 2500 piastres. You must make us a remittance of the surplus.



12

Sell our cargo for cash. The most that will be possible for you yourself to concede upon the price of anything, will be to give a very limited credit, only, and to persons of good standing.

13

We entrust to you the care and supervision of the negroes you will have on board. Good order in everything and your ordinary attention to our interest.

14

Do not fail to call a pilot for your entry at the Balise and advise our Captains to take one when sailing. If any accident should happen upon entering and leaving, a procès-verbal must be made and signed by the sailors and pilot who may be on board.

On return to us, your brigantine will fly, as a signal, a white flag at the main-mast and a broad blue pennant at the foremast. The packet, St. Antoine, her white flag at the stern and a broad red pennant at the foremast.

We wish you a successful journey and good health.

Cap, March 21, 1775.

Dumas & Grieumard.

In a petition, Pedro Surget sets forth, it is evident from the paper duly presented, that he entered into a partnership with Messrs. Dumas & Grieumard, merchants of French Santo Domingo (Haiti), and whereas Mr. Grieumard has died, leaving money in Mr. Cavelier's keeping, he prays the Court to order these funds to remain there, until he has adjusted all his accounts with the Grieumard succession, and also to permit him to take cognizance of and to conduct all transactions for their Company which are now handled by Miguel Fortier and Alexo Reaud, since his own firm has been dissolved by Mr. Grieumard's death, and done return the paper to him. Alferez de Reggio rules: The document that this party mentions, having been presented, let it be sent to Miguel Fortier and Alexo Reaud for the adjustment of this claim. And with regard to what concerns Antonio Cavelier, as it is prayed, provisionally.

Miguel Fortier and Alexo Reaud answer, saying that for more than two years they have not had any transactions with Dumas & Grieumard and that they have sent to Garico all the funds they had belonging to them, except some notes and debts of insolvent persons, which have remained in their possession. These will be promptly delivered to Mr. Surget on the Court's order. They pray for a judgment to this effect. The record ends here.

April 17.

**Certified copy of a despatch sent by Martin Navarro, Intendant General of this Province, in answer to one sent to him by Francisco Maria de Reggio, Alcalde Ordinario of this city.**

No. 115. 2 pp.

No Officials except Notary Rafael Perdomo, who makes the copy.

This case presents an excellent illustration of the jealousy of the various Spanish officials of colonial Louisiana over the matter of jurisdiction, and the overlapping of authority of such officials, which often gave rise to disputes of this sort. Since the matter in dispute involves the captain of a vessel, it would appear that the Intendant was in the right in his dispute with the Alcalde, as all matters pertaining to commercial affairs properly belonged to the jurisdiction of the Court of the Intendant in Spanish Louisiana.

Court and had a qualified Judge before whom the parties could lay their complaint. This very wise step has given color to what you call an insult to your Tribunal. Do we live in a country where it is a crime not to commit one? In that case Duparc certainly would have been guilty had he acted in conformity to your orders. What more could he have done after having been summoned by a negro slave and later by a sheriff, than to go to your house so as not to be guilty of a lack of courtesy and respect due to a Judge. You reward this courtesy with an arrest and commitment to a public prison, of an Officer whose services in the war, about to end, are well known and he, a man you yourself have distinguished in our writ of imprisonment with the rank of Captain, which he exercises on board the Galveston. The more I think of your pretensions, the more reasons I find for wonder and surprise at the injustice you are about to commit when you disregard the Laws, Royal Ordinances, privileges and exemptions of the individuals who enjoy them. Perhaps you do not know that the privileges of Officers are a Reliquary that no other hands can touch except those of the keeper of consecrated articles, authorized for the purpose, so as not to contaminate the sanctity and purity of what is safely preserved under the sacred protection of the Government. It seems most strange that you alone complain of

This despatch reads, in part: I, Martin Navarro, Intendant General of this Province, etc., notify you, Francisco Maria de Reggio, Regidor Alferez Real (Alderman-Royal Standard Bearer) of this city, in answer to your Letters Requisitorial sent to this Tribunal on the thirteenth day current, asking to have delivered to you the person of Guillermo Duparc, Second Captain of His Majesty's Brigantine, the Galveston, because he said he would not obey your orders since you are not the Judge qualified to hear his case. I say that I know full well a claim of this kind is made to give an honest appearance to an insult offered this Court, and when you illegally issue a writ of arrest against the said Captain, you appropriate to yourself the right to try a cause that you are not competent to judge. The only crime the said Captain has committed is to have told you that he declined the jurisdiction of your



the arrogant manner in which you were treated by being inhibited from further proceeding in your own jurisdiction. The mode of speaking, generally employed by this Officer, is the same I have heard him use in answering Count Galvez, quite proper for one of his profession and disposition. In the instance (you mention) it is difficult to determine at what point the tone should rise. To cite an Officer in the service of the King before your Court, by a negro, is in itself an insult. Then you add to your pretended grievance that Duparc took refuge in my house because he did not wish to be conducted publicly and shamefully, like a felon, to the city prison by two Sheriffs. His resolution has most certainly merited my approval. As it is, one of the Sheriffs even spoke to me of the lack of courteousness, on your part, that is due me. He told me that Duparc was not willing to let himself be imprisoned. To this I answered: He has acted very well. I further added: It is very strange that you should mix in affairs that do not in any way concern you. How strange to fly from the pursuit of a Judge, this is not a natural thing for a person to do, particularly when the crime imputed to him is slight. If your judgment had been rendered, alleging ignorance of the privileges he enjoys, as do all other persons, even though he does belong to the Merchant Marine, this, too, could be attributed to your lack of knowledge of our laws and ordinances, but to maintain that Duparc is a man who does not enjoy any known privileges is to trample upon the laws, exemptions and privileges of this Intendancy, and finally is opposed to Government Orders. Considering all of the above, I am very far from thinking Duparc has committed any other crime than that of claiming the rights and privileges conceded to him as well as to all others of his rank, and not only do I refuse to deliver him to you, but by all the ways and means that may be permitted me, I shall present this matter before His Majesty, asking satisfaction from him in conformity to the affront you have offered me, in whose Royal Name and by the authority I exercise, I request and pray you to discontinue taking cognizance of this cause and to remit to this Tribunal the records of all proceedings that have already been taken, and I shall always do as much for you whenever you ask it of me. New Orleans, April 17, 1784. (Signed): Martin Navarro. By order of His Lordship. (Signed): Rafael Perdomo, Notary for the Royal Treasury and for the Registration Offices.

The above conforms to its original, which now remains in the Notarial Office in my charge, to which I refer, and pursuant to His Lordship's verbal order, I execute the present, in duplicate, on two sheets of ordinary paper, because stamped paper is not in use in this Province. New Orleans. (A cross is drawn with a pen to signify that the Notary gives testimony to the truth of the statement just made.) (Signed): Rafael Perdomo, Notary of the Royal Treasury.

April 20.

**Helena Tousin, Widow Benoit, vs. The Succession of Pablo Lacour Dubourg.**

No. 3303. 19 pp.

Court of Alcalde Francisco Maria de Reggio.

Assessor, Juan Doroteo del Postigo.

Escribano, Fernando Rodriguez.

To collect a Promissory Note.

This simple suit to collect a debt from the succession of one deceased, brings in the question as to whether or not the debt was privileged, since the assets of the succession are insufficient to satisfy all claims against the estate. The complicated legal procedure involved in making proof of the claim, made it necessary for a poor widow to wait for nearly two and a half years before being able to collect the small sum due her.

Therefore she prays the Court to order the defendant's estate to settle with her for the abovestated sum. Alferez de Reggio orders this suit filed with the Concursus of Creditors and in due time he will render a decision.

On August 4, 1784, Mrs. Benoit again petitions to allege that, considering the property of the said succession has been sold to pay the creditors, she prays to be paid the debt due her. The Court orders this sent to the Curator of the minors.

On August 9, Francisco Broutin answers to the effect that the debt is nothing more than a simple note which has not been acknowledged by the decedent. It has no privilege whatsoever, therefore he prays to have it paid when the funds will be prorated among the creditors. Alcalde de Reggio orders this sent to the widow of the deceased.

Pedro Bertoniére answers, stating that according to what the Curator of the Minors has said, this party's demand is not privileged, therefore he prays the Court to determine in conformity to what the Curator ad lites has requested. Francisco Maria de Reggio accepts this petition, and on August 16, 1784, decrees: Whereas, pay Helena Toussin, Widow Benoit, the sum of 172 pesos she demands, it being well understood that this pay-

This record had once been filed with another. The pagination runs from page 222 (No. 1) to 236, which is followed by page 17.

The first entry is Mr. Dubourg's note, which reads: I will pay Mrs. Benoit, or her order, in three months from this day, the sum of 172 piastres gourdes for value received in hard cash. New Orleans, October 6, 1873. (Signed): La Cour Dubourg. Written across the back of this note: Given to Mrs. Benoit for one month. June 16, 1783. (Signed): Fromentin. And just below: Given to Mrs. Benoit for one month. September 10, 1783. (Signed): Fromentin.

Helena Tousin, Widow Benoit, petitions to say it is evident from the note duly presented, that the late Juan (Pablo) Lacour Dubourg owes her 172 pesos at the date of maturity, and although she has taken action several times, she has not been able to obtain payment.



ment will be included in the proration which will be made, since there are not funds enough to pay everybody in full. When the plaintiff will be paid she must draw up a receipt in due form.

On February 6, 1786, Elena Toussains again petitions, this time to set forth that on August 16, 1784, a decree was issued in her favor against the Pablo Lacour Dubourg succession for 172 pesos due her, directing her to enter her claim to be prorated with those of the other creditors, because the funds of the late Mr. Dubourg were not sufficient to pay all claimants, considering that up to now she has not received any of the said amount, in prejudice of what is legally due her, and that she does not know what may be the cause preventing the execution of the said decree, therefore she applies to the Court for justice and assistance, as her misery is well known. She is a widow, the mother of two small children, without any support other than what she can supply from her small personal work. She prays to have an order sent to the guardian of the Dubourg estate directing him to pay her the amount that should come to her by proration. Alcalde Joseph de Orue receives this petition and later renders a decision, reading: To better prove this claim, let the records of the main suit be brought to the Court.

On May 19, 1786, Mrs. Benoit again petitions to say that the Dubourg succession owes her a debt which has been ordered paid by Francisco Maria de Reggio, a former Alcalde, according to a decree dated August 16, 1784, and although payment was ordered prorated and made, this was not done because her petition was not drawn up in conformity to established form of law. The money she demands proceeds from a note and belongs to her minor children, who, together with herself are in dire poverty, with no property other than the 172 pesos they cannot collect. For this reason she has to work day and night at her sewing so as to be able to live in a most frugal way. All are nearly naked, with not even a bed to sleep on. She prays the Court to reflect upon all of the abovesaid, and in commiseration order her paid the full amount that should go to her minors. Alcalde Orue, on Assessor Postigo's advice, rules: Let the party prove her claim.

In the city of New Orleans, on the said day, month and year, Elena Tousan, to prove what has been ordered, presents Pedro Portal, as witness, of whom the Escribano, in virtue of the commission conferred upon him, received his oath, made by God and a Sign of the Cross according to law, by which he promised to tell the truth, and being examined upon the tenor of the foregoing written petition, he said he knows that the 172 pesos Widow Benoit claims belongs to her minor children. He further declares that she turned over the money to Pablo Lacour Dubourg in the presence of three or four persons, one of whom was Mr. Calle, who also knows that the 172 pesos is all that remains of the estate

left by Mr. Benoit, at his death. This is known to the witness because of the number of times he has visited the Widow's house and his friendly intercourse with her and her late husband.

The second witness, Jose Calle, testifies he is positive that the 172 pesos the plaintiff claims belongs to her minor children. He was present when she handed over the money to Pablo Lacour. This delivery was made before three or four persons, but he does not remember who they were. He also knows that Elena Benoit has no property other than the said amount and that she supports her children. She lives day and night constantly plying her needle.

The third witness, Pedro Roche, declares it is true that the 172 pesos Elena Toussin claims belongs to her minor children. He was there when she delivered this money to Pablo Lacour Dubourg. He remembers that Mr. Calle and Pedro Portal were present at the time, and although there were others in the room, he does not remember who they were. He knows that Elena Tousan has absolutely no other property except the said 172 pesos, and that to support her children she is continually busy with her needle, not only by day but at night as well. All of the abovesaid is known to him because of his great friendship for the family and the frequency with which he visited their house.

June 14, 1786, the plaintiff says that by decree rendered by Alcalde Orue, dated the 19th of last May, she was ordered to prove her demand. This she has done, therefore she prays the Court to rule that she be paid the amount due her. Alcalde Orue, on Assessor Postigo's advice, receives this petition, and on June 17, 1786, decrees: Whereas: Let the guardian of the Pablo Lacour Dubourg estate pay this party the sum of 172 pesos, which, according to the note filed in these proceedings, is due her. Fees 2 pesos.

In the city of New Orleans, on June 16, 1786, before the undersigned Escribano and witnesses, appeared Elena Cousins (Toussan, or Toussaint), widow of Juan Bautista Benoit, who acknowledges to have received from Pedro Bertoni re, guardian of the Pablo Lacour Dubourg estate, the sum of 172 pesos that he was ordered to pay, by decree rendered by Jose de Orue, Accountant for the Army and Royal Treasury of this Province, and Senior Alcalde Ordinario of this city and its jurisdiction, dated this day, which sum she acknowledges to have received to her entire satisfaction. The Escribano attests to the delivery, because it was made in his presence, and thus the receipt is drawn up and signed, the witnesses being Santiago Lemaire, Miguel Gomez and Francisco Lioteau.

On August 7, 1786, Fernando Rodriguez petitions to say that Elena Toussain(t), Widow Benoit, has prosecuted a suit before him, in this Tribunal, against the Dubourg succession, for a cer-



tain sum of money which was owed to her; therefore he prays for a taxation of costs for this collection, beginning on page 227 and ending on page 236, and that it be paid by the said succession. Alcalde Orue, on Assessor Postigo's advice, rules: As it is prayed.

The Escribano notifies Luis Lioteaud, Public Taxer, in person, who said he accepts and does accept and takes oath in conformity to law to proceed well and faithfully with the taxation he has been ordered to make.

Costs are taxed at 22 pesos, 3 reales, by Luis Lioteaud on August 7, 1786.

April 20.

**Juan Domingo Deresola vs. Pablo Paulis Palermo.**

No number. 4 pp.

Court of Governor Esteban Miro.

Assessor, Juan del Postigo.

Escribano, Rafael Perdomo.

Redhibitory action.

This is a mere fragment of the proceedings in a suit brought to annul the sale of a negro slave. The parties litigant decided to withdraw the suit, apparently having settled their dispute out of Court, and they apply to the Court only for a taxation of costs, which they are to pay jointly.

on Assessor Postigo's advice, decrees: Let a taxation of costs be made for these parties, who must pay them together, at the rate of one-half each.

**[Translator's Note:** Pasted together with this petition are two taxations of costs which do not belong to it. The first, page 10, dated August 26, 1784, is for 13 pesos and is for the Executory Process, Juan Paillet vs. the free negress, Julia Tiseran. There is a later taxation to this same suit, dated January 12, 1785, for 3 pesos, 4 reales.

The second, taxation of costs, page 9, dated March 8, 1785, for 11 pesos, 1 real, is for a suit entitled: Information produced for Antonio Terrasona. See February 15, 1785, No. 66, 8 pp., Nicolas Forstall, Alcalde; Juan del Postigo, Assessor; Rafael Perdomo, Escribano; Antonio Terragona, or Terrasson (Terrascon ?), petitions for information to prove his desire to become a denizen of this city.—L. L. P.]

Two detached pages, Nos. 9 and 10, of a petition and judgment in a suit, which according to this said petition is compromised. It reads, in part: Pablo Paulis Palermo and Juan Domingo Deresola, in the proceedings that the latter has brought against the former to annul the sale of a negress, named Juana, sold by Palermo to Deresola, etc., the two litigants declare that by common consent and in conformity to law, they have decided to discontinue their suit, therefore they pray His Excellency to order a taxation of costs and to rule that they pay share and share alike for whatever has been done up to the present. Governor Miro,

April 22.

**Alexandro Baure vs. the  
Nicolas Pertuit Succession.**

No. 135. 3 pp.

Court of Assessor Juan del  
Postigo.

Assessor, none since he is  
acting Judge.

Escribano, Rafael Perdomo.

*To collect a debt.*

*This suit to collect a debt due by a suc-  
cession, presents no points of any particu-  
lar interest or significance.*

to order Mrs. Pertuit, guardian of her husband's estate, to pay this debt subject to a corresponding written acknowledgment that payment has been made. Juan del Postigo decrees: Let this petition be sent to Mariana Durocher, widow of Nicolas Pertuit. This ruling is dated January 27, 1784, three months before the petition is made, on April 22, 1784. There is a decided irregularity in the dating throughout.

Mariana Durocher's answer is dated January 29, 1784, and is to the effect that she offers no opposition to the payment of this note because it is a just obligation. She prays the Court to order this done from the produce of her late husband's estate. Juan del Postigo rules: Let this note of 500 pesos be paid by Mariana Durocher, widow of Nicolas Pertuit, tutrix to her minor children, to Alexandro Baure from the produce of the estate. She must take a corresponding receipt for her own protection. The record ends here.

April 23.

**2nd. Copy Book of the Con-  
cursus of Creditors of Pablo  
Lacour Dubourg made at  
the request of Estevan Ro-  
quigny.**

No. 3286. 15 pp.

Court of Alcalde Francisco  
Maria de Reggio.

Assessor, Juan del Postigo.

Escribano, Fernando Rodri-  
guez.

Page 1 is a promissory note reading: In three months from to-day I will pay Mr. Marygnie (Marigny) or his order, the sum of 500 pesos for value received in cash. New Orleans, November 4, 1783. (Signed): Pertuit. Written across the back: Pay to the order of Mr. Baure for value received from the said gentleman. New Orleans, April 5, 1784. (Signed): De Marigny.

Alexandro Baure petitions to say it is evident from the receipt, duly presented, that the late Nicolas Pertuit, a baker, owes him 500 pesos. He prays the Court

This suit once formed a part of another. The page numbering runs from 232 to 243 and from 1 to 15. The case opens with Estevan Roquigny's petition, in which he sets forth that in the first proceeding begun against Pablo Lacour Dubourg to collect 115 pesos due on a note and still unpaid, he was ordered to verify his debt, but owing to Mr. Dubourg's death he did not do so. The sale of the effects having been completed, he now prays that the abovesaid amount be paid to him. Alcalde



This suit to collect a sum due by a succession on a promissory note, hinges upon the question as to whether the debt is privileged. After the verification of the signature on the note, and presentation of proof that the debt is a privileged one, the Court orders the debt paid in preference to all other claims against the succession. However, over two years elapsed between the filing of the suit and final payment of the claim.

de Reggio rules: Compare the signature on the note, presented by this party, (with those on file in the Escribano's Office,) and done a decision will be rendered.

Comparison of Signatures.

In the city of New Orleans, on April 24, 1784, the Escribano, in virtue of the foregoing decree, has examined the records in his office

and has found among judicial proceedings and other papers, several of the late Pablo Lacour Dubourg's signatures, and having compared them with the one filed on page 227 (not included in this folio) they seem to be the same, therefore he sets this down as a matter of record, the witnesses being Phelipe Guinault, Pedro Cowley and Manuel Galvez, here present.

Mr. Roquigny again prays to be paid.

In a second petition the plaintiff says that by order of the Court a comparison of signatures was made, therefore he prays for a decree in accordance with his foregoing request. Alcalde de Reggio orders the above sent to the Curator of the minors.

The Curator does not recognize this debt as privileged.

Francisco Broutin, Curator of the Dubourg minors, answers, stating that the note presented does

not show the debt to proceed from purchases of either tools, or implements for the mill, so in that case it is not privileged, therefore may it please the Court to order it paid with the rest of the creditors' claims when proration will be made. Alferez de Reggio rules: Let this be sent to the defender of the widow.

The defender agrees to the Curator's request.

Pedro Bertonière, Procurador Publico del Numero of this city, Testamentary Executor, guardian

of the estate of the late Pablo Lacour Dubourg and defender for his widow, Celesta Peris, in answer to the petition sent to him, says: That what is set forth by the Curator ad lites of the minors seems just, therefore he prays the Court to decide in conformity to his request. Francisco Maria de Reggio receives this petition, and on August 4, 1784, decrees: Whereas, let this party prove that this sum he claims is justly due him and that it was incurred in the purchase of tools supplied to the Dubourg plantation, and done a decision will be rendered, the taking of the testimony of the witnesses to be entrusted to the Escribano.

The Plaintiff presents his witnesses.

Estevan Roquigny now petitions, averring he has been ordered to prove that the amount he claims proceeds from the purchase of some implements, and in order to do so he prays to have Santiago Lamotte (Lamothe), Nicolas Fromentin and Mr. Coinsin summoned to declare, under oath, as to what they know about this matter, and done deliver their depositions to him. The Court rules: The witnesses must swear and declare to the contents of the above petition. Let the taking of their testimony be entrusted to the Escribano, and done deliver the depositions to the plaintiff.

Testimony of the witnesses.

Nicolas Fromentin is the first witness; under oath, he declares he knows that the late Pablo Lacour Dubourg owes Estevan Roquigny 115 pesos because he made the note in his presence, and he himself took the bill for the implements to the decedent's plantation. The second witness, Jacques Lamotte, testifies he was overseer on Mr. Dubourg's plantation and knows that Mr. Roquigny supplied him with implements, because he was the one who told him to make parts for the mill. Juan Bautista Seizant declares he was Mr. Dubourg's immediate neighbor and knows that Mr. Roquigny supplied him with several implements, adding that he told him he did not intend to employ Mr. Roquigny to make tools, etc., for him any longer because they were forged by the negro blacksmith which the witness was just about to buy. Pedro Coisins deposes that he knows about this debt because, as administrator of Mr. Dubourg's plantation, the latter told him Estevan Roquigny's blacksmith made several parts for the mill. It seems that he had not been paid, so a few days before Mr. Dubourg's death, Mr. Roquigny requested a settlement and the former answered that he was trying to sell some slaves in order to pay his creditors.

The Plaintiff claims he has proven his debt to be privileged.

Estevan Roquigny petitions, this time setting forth that from the foregoing declarations it appears he has proven his debt to be lawful, therefore in accordance with the privileges resulting in his favor, he prays the Court to direct the guardian of the Dubourg estate to pay him the amount he has demanded. Alferez de Reggio orders the above sent to the Curator of the minors.

The Curator declares the debt is lawful, but not privileged.

On August 13, 1784, Francisco Broutin answers to the effect that the declarations the plaintiff has presented make the debt appear lawful, but it is not privileged, and having no funds to make a settlement now, may it please the Court to order it paid with the proration that will be made with the other creditors. Alcalde de Reggio rules: Let this request be sent to the defender of the widow of Pablo Dubourg.



The Plaintiff again claims his debt is privileged. Nothing further is done until May 8, 1786, when Estevan Roquigny appears before Senior

Alcalde Joseph de Orue to allege that according to a decree rendered by Regidor-Alcalde Francisco Maria de Reggio, dated August 14, 1784, his bill was ordered prorated and paid with the other creditors' claims. And whereas: It is evident that his debt proceeds from personal labor, as may be proven from his note presented on page 227 (not on file with this suit) of the Concursus of Creditors of Pablo Lacour Dubourg, and that in the second incident of the main cause his demand is supported by the last resolution of His Majesty, whereby it was enacted that preference be given to all debts incurred through personal labor, which must be paid before those of other creditors. Therefore he prays that the guardian of the estate be directed to pay him the 115 pesos due him. Alcalde de Orue, on Assessor Postigo's advice, decrees: Let Esteban Roquigny be paid the 115 pesos the Pablo Lacour Dubourg succession owes him, in preference to all other creditors, since it seems that the debt was contracted through personal labor.

The Receipt.

In the city of New Orleans, on the said day, month and year (May 8, 1786), before the undersigned Escribano and witnesses, appeared: Estevan Roquigny, of this city, who declares that Pedro Bertonière, Testamentary Executor and Guardian of the late Pedro Lacour Dubourg's estate, has paid him 115 pesos, in accordance with the foregoing decree, which was due him by the said succession. This sum he acknowledges to have received to his entire satisfaction, so he draws up this formal receipt for same, which the Escribano executes and signs, the witnesses being Francisco Lioteau, Santiago Lamairé and Miguel Gomez, residents of this city, here present.

Taxation of Costs.

The last entry is a taxation of costs at 20 pesos 6½ reales, drawn up by Luis Lioteau, on May 21, 1787.

April 26.

**Pedro Villeur vs. Luis Chamard.**

No. 3308. 6 pp.

Court of Alcalde Francisco Maria de Reggio.

No Assessor.

The first entry is a bill, dated April 3, 1784, which reads:

1784, April 3, Mr. Chamard owes Villeur, Captain of the Brigantine, La Tonton, as follows:

100 pounds of powder at 50 sols, 50 P.

I certify that this bill is correct and legal.

New Orleans, April 22, 1784. (Signed) Pr. Villeurs.

In a petition, Pedro Villeurs, Captain and Master of the Brigantine,

**Escribano, Fernando Rodriguez.**

To collect a debt.

This suit to collect a bill due for merchandise, which purchaser claims was spoilt and worthless when delivered, is incomplete as it stands; though the part of the proceedings presented here indicates that the Court ordered the bill paid, in spite of the objections of the purchaser of the merchandise.

his deposition to the Plaintiff. The Court rules: The bill having been presented, that this party mentions, let Mr. Chamard swear and declare to the contents, as requested, and done deliver his declaration to Captain Villeurs.

Mr. Chamard's declaration reads: In the city of New Orleans on the said day, month and year (April 26, 1784), the Escribano, in virtue of the Commission conferred upon him, received Luis Chamard's oath, under charge of which he promised to tell the truth, and having examined him upon the tenor of the foregoing written petition, and placing on manifest before him the bill, filed on page 1, he said it is true that he bought 100 pounds of powder from Guillermo Marre, who told him at the time that it belonged to a Captain. He does not owe anything because what was delivered to him was entirely spoilt, and that he was cheated in the deal.

In a second petition, Captain Villeur states it seems from the defendant's declaration that he bought 100 pounds of powder from the Guillermo Mar(re), therefore he prays for a Writ of Execution against any or all of his property to the full extent of the debt its one-tenth and costs. Alferez de Reggio accepts this petition and on April 28th decrees: Whereas, issue a Writ of Execution in favor of Pedro Vileur against Luis Chamard for 50 pesos, which it appears he owes him, the one-tenth and costs.

The Writ: Let the Sheriff of this city, or in his place the Deputy, request Luis Chamard to pay Pedro Vileurs, immediately, the 50 pesos he owes him, and if he does not do so at once, take execution against his person and property to the full satisfaction of the debt, its one-tenth and costs, the said property, when seized, must be placed in the Public Depository, at the disposition of this Tribunal, according to a decree rendered this day, April 28, 1784. (Signed): Francisco Maria de Reggio. By Order of His Honor. (Signed): Fernando Rodriguez, Notary Public.

[Translator's Note: Nothing further is done. There is no entry to show whether or not the Writ was ever served.—L. L. P.]

(To be continued.)

tine "La Tonton," sets forth it is evident from the bill duly presented that Mr. Chamard owes him 50 pesos, and although he has reminded him of the debt several times, he has been unable to collect, therefore he prays Alcalde de Reggio to order the defendant to swear and declare whether or not, he owes this bill, and done deliver



